

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

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**REGULAR MEETING - TUESDAY, JUNE 4, 2013 - 10 A.M.**

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
  - A Information/Discussion/Action to authorize the Chairman's signature on a letter of support to be attached to a grant application being submitted by Gila Community College and other Arizona colleges to the U.S. Department of Labor through its Trade Adjustment Assistance Program in an effort to secure approximately \$1 million of funding for Gila Community College.  
**(Stephen Cullen)**
  - B Information/Discussion/Action to approve a Letter of Agreement (Number 2013-004) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of \$35,000 for the period of January 1, 2013, to December 31, 2013, in order to provide overtime pay related to the Domestic Cannabis Eradication/Suppression Program. **(Travis Baxley)**
  - C Information/Discussion/Action for the Board of Supervisors to unanimously approve the sale of surplus military trucks as follows: One 2-1/2 ton truck (serial number 504425) with hard top to the Tonto Basin Fire District for One Dollar (\$1.00); one 2-1/2 ton truck (serial number 503877) with hard top to the Pleasant Valley Fire District for One Dollar (\$1.00); and two 2-1/2 ton trucks (serial numbers 503902 and 504437) with two hard tops to the Hell's Gate Fire District for One Dollar (\$1.00) each. **(Tim Scott)**
  - D Information/Discussion/Action authorizing Public Works to prepare a Consent to Use of Easement Agreement between Gila County and Salt River Project (SRP) in order to grant Salt River Project 25 feet of the easement desired for the power line relocation sought by Cobre Valley Regional Medical Center for their facility expansion with the following conditions: 1) Issuance of a floodplain permit by Gila County in accordance with the Gila County Floodplain Management Ordinance; 2) review and approval of the design of any structures or supports in the floodway; and 3) assurances that any structure or activity does not alter the current floodway boundaries. **(Steve Stratton)**
  - E Information/Discussion/Action to authorize the Chairman's signature on Amendment No. 2 to Contract No. 092111-2 between Gila County and Cactus Transport, Inc. to increase the contract amount by \$300,000, for a new total contract amount of \$350,000, for the term of the contract, from March 20, 2013, to March 19, 2014; and to provide for the purchase of CRS-2 chip seal oil for County roads. **(Steve Stratton)**

- F Information/Discussion/Action to approve an unbudgeted transfer into County Fund No. 1124-Superior and Justice of the Peace Courts Security in the amount of \$50,000 with a corresponding unbudgeted transfer out of Fund No. 1007-Capital Improvements. **(Steve Stratton)**
- G Information/Discussion/Action to adopt Resolution No. 13-06-01 authorizing the Chairman to sign Project Agreement AZ FLAP64-1(3), 199-1(1) and 288-1(3) with the Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration to become a partner in a project with CFLHD and the Tonto National Forest to replace the three low water crossings with bridges and provide a match in an amount not to exceed 5.75% of the total construction budget at the time of advertisement for the project. **(Steve Sanders)**
- H Information/Discussion/Action to adopt Resolution No. 13-06-02 accepting Russell Road as described in fee numbers 2013-005085, 2013-005086, and 2013-005087, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve Sanders)**
- I Information/Discussion/Action to approve the creation of a new accounting fund to be called Fund 6855-Russell Gulch Expansion Reserve, and to authorize the transfer of \$1,600,000 of funds from Fund 6850-Recycle Landfill Fund into Fund 6855. **(Sharon Winters)**
- J Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-21-104-A. **(Marian Sheppard)**
- K Information/Discussion/Action to approve a proposed settlement to resolve a lawsuit currently pending in Arizona Tax Court titled Land Holdings Investment Co., LLC vs. Gila County, NO. TX 2012-000130. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may go into executive session to receive legal advice from its attorney. Pursuant to A.R.S. § 38-431.03(A)(4), the Board may go into executive session in order to instruct its attorney on how to proceed in settlement discussions regarding the lawsuit. **(Bryan Chambers)**
- L Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3), to receive legal advice from its attorney on a Summons and Complaint filed against Gila County by AJP Electric, and pursuant to A.R.S. § 38-431.03(A)(4), to consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. **(Bryan Chambers)**
- 3 **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**



- A Ratification of the Board of Supervisors' approval for the Health Department's submittal of an application to the Arizona Early Childhood Development and Health Board (First Things First) for a one-year renewal of Grantee Agreement No.GRA-STATE-13-0502-01 to provide Child Care Health Consultation services for the period of July 1, 2013, through June 30, 2014, in the amount of \$19,567, if approved by said Board.
- B Authorization of the Chairman's signature on Amendment No. 1 to Subgrantee Agreement 11-AZDOHS-HSGP-888300-01 between Gila County and the Arizona Department of Homeland Security to reflect a change in reporting requirements as outlined in Section X of the Subgrantee Agreement.
- C Approval of Contract No. 07012013-14 between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will administer funding in the amount of \$38,847.12 to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County for the period from July 1, 2013, through June 30, 2014.
- D Authorization of the Chairman's signature on a Highway Safety Contract (GOHS Contract 2013-164-044) between that Governor's Office of Highway Safety (GOHS) and the Gila County Sheriff's Office to accept GOHS alternative funding source #164 in the amount of \$6,029.98 for the purchase of DUI enforcement equipment to be spent by September 30, 2013.
- E Acknowledgment of the resignation of Mr. Richard Dixon from the Tri-City Sanitary District Governing Board and the appointment of Malissa Buzan to complete the term, from June 4, 2013, to December 31, 2016.
- F Acknowledgment of the resignation of Barry Dille from the Pleasant Valley Fire District Governing Board and appointment of Margaret Peggy Slusher, term ending 12/31/2014, and the resignation of Patrick Hosman and the appointment of Pamela Sue Norman, term ending 12/31/2016.
- G Acknowledgment of the resignations of Cynthia Cheney, Jon Cheney and David Cheney from the Little Creek Land Company Domestic Water Improvement District Governing Board and the appointments of Keith N. Layton to complete the unexpired term of office through December 31, 2016; K. Aaron Layton to complete the unexpired term of office through December 31, 2014; and Adam Layton to complete the unexpired term of office through December 31, 2016.
- H Acknowledgment of the March 2013 monthly activity report submitted by the Globe Regional Constable's Office.
- I Acknowledgment of the April 2013 monthly activity report submitted by the Globe Regional Constable's Office.
- J Acknowledgment of the April 2013 monthly activity report submitted by the Payson Regional Constable's Office.

- K Acknowledgment of the April 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
  - L Acknowledgment of the April 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
  - M Acknowledgement of the April 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.
  - N Approval of the April 30, 2013, May 7, 2013, and May 14, 2013, BOS meeting minutes.
  - O Acknowledgment of the Human Resources reports for the weeks of May 7, 2013, May 14, 2013, May 21, 2013 and May 28, 2013.
  - P Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 22, 2013, to April 26, 2013; and April 29, 2013, to May 3, 2013; and May 6, 2013 to May 10, 2013.
  - Q Approval of finance reports/demands/transfers for the weeks of April 23, 2013, May 21, 2013, May 28, 2013 and June 4, 2013.
- 4 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 5 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

**ARF-1873**

**Regular Agenda Item 2- A**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Marian  
Sheppard,  
Clerk, BOS

Submitted By: Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Letter of Support for Gila Community College's Grant Application

Background Information

Stephen Cullen, Ph.D., Senior Dean of Gila Community College, would like to present a request to the Board of Supervisors at its June 4th meeting.

Evaluation

Gila Community College (GCC) is in need of a letter of support from the Gila County Board of Supervisors in relation to a grant application that GCC and other Arizona colleges are submitting to the U.S. Department of Labor through its Trade Adjustment Assistance (TAA) Program. If approved, the grant will generate approximately one million dollars to GCC. GCC is writing this grant with Eastern Arizona College (EAC) Central Arizona College (CAC), Cochise College and Arizona Western College. GCC cannot directly respond to the grant because they are a provisional community college district. This is the reason the letter of support is noting EAC rather than GCC.

Conclusion

The letter of support from the Board of Supervisors will greatly improve GCC's efforts to secure this grant funding.

Recommendation

It is recommended that the Board of Supervisors sign the attached letter of support, which is in regard to GCC's application to secure grant funding from the U.S. Department of Labor through its TAA Program.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on a letter of support to be attached to a grant application being submitted by Gila Community College and other Arizona colleges to the U.S. Department of Labor through its Trade Adjustment Assistance Program in an effort to secure approximately \$1 million of funding for Gila Community College.

**(Stephen Cullen)**

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Attachments

Ltr to U.S. Dept. of Labor for GCC

**Tommie C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 474-2029  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

**Michael A. Pastor, District II**  
(928) 402-8753  
[mpastor@gilacountyaz.gov](mailto:mpastor@gilacountyaz.gov)

**John D. Marcanti, District III**  
(928) 402-8726  
[jmarcanti@gilacountyaz.gov](mailto:jmarcanti@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**Don E. McDaniel, Jr.,**  
**County Manager**  
(928) 402-4344  
[dmcDaniel@gilacountyaz.gov](mailto:dmcDaniel@gilacountyaz.gov)

**Marian Sheppard,**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

June 4, 2013

Melissa Abdullah  
Grants Management Specialist  
Office of Grants Management  
Employment and Training Administration  
200 Constitution Ave, NW  
Washington, DC 20210

**Re: Commitment to Eastern Arizona College for the Collaborative Arizona College Training Initiative (CACTI) Project**

Dear Ms. Abdullah:

The Gila County Board of Supervisors is pleased to support Eastern Arizona College's (EAC) application for funding for the Trade Adjustment Assistance Community College and Career Training (TAACCCT) program. The primary reason we are in support of this effort is that it aligns with the industry clusters that are targeted by our Strategic Economic Development Plan of which community colleges have taken the lead.

The first career path is manufacturing. During the last ten years Gila County has been striving to diversify its economic base both in traditional and advanced formats, with many industries being started by local entrepreneurs. The second career pathway is allied healthcare, especially medical laboratory technicians.

Project CACTI features training programs in machining, electrical instrumentation, and welding; occupations that are experiencing high demand from local manufacturers. In addition, the proposed programs will help provide needed workers for our immediate area and region. The project also provides training in the allied healthcare field in order to meet the acute shortages of trained healthcare providers.

The three members of the Gila County Board of Supervisors are elected officials committed to a mission of promoting and supporting the prosperity of Gila County with a progressive business environment and to enhancing the quality of life in all of our communities. The Gila County Board of Supervisors looks forward to working with Eastern Arizona College as it trains workers for positions that are critical for region's economic development and future prosperity.

Sincerely,

Michael A. Pastor, Chairman

**ARF-1836**

**Regular Agenda Item 2- B**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Adam  
Shepherd,  
Sheriff

Submitted By: Nancy Neumann, Executive  
Administrative Assistant, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: FY2014

Budgeted?: No

Contract Dates January 1,

Grant?: Yes

Begin & End: 2013 to  
December 31,  
2013

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

FY2014 Letter of Agreement Number 2013-04 with the Gila County Sheriff's Office and the U. S. Department of Justice Drug Enforcement Administration

Background Information

Last fiscal year, the Department of Public Safety (DPS) administered funding to the Gila County Sheriff's Office for the overtime of the Domestic Cannabis Eradication/Suppression Program. The U.S. Department of Justice Drug Enforcement Administration (DEA), pursuant to the authority of 21 U.S.C. 873, proposes to provide certain necessary funds and the Gila County Sheriff's Office is desirous of securing funds.

The DEA will pay to the Gila County Sheriff's Office federal funds in the amount of Thirty Five Thousand Dollars (\$35,000) for the period of January 1, 2013, to December 31, 2013, to defray costs relating to the eradication and suppression of cannabis.

The Gila County Sheriff's Office agrees to use funds provided primarily for payment of deputies'/officers' overtime no ERE while those deputies and officers are directly engaged in the cannabis eradication process, and for per diem and other direct costs related to the actual conduct of cannabis eradication. These federal funds are not intended primarily for the purchase of equipment or supplies. All purchases of the equipment and supplies must have prior written approval from HQ/OMS by October 15th.

The DEA agrees to reimburse the Gila County Sheriff's Office for officers' overtime accrued while participating in marijuana eradication efforts. The annual maximum overtime reimbursement rate is based on the current year General Pay Scale/rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime

reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses."

#### Evaluation

FY2014 the U.S. Department of Justice Drug Enforcement Administration has committed to \$35,000 for overtime.

#### Conclusion

The Gila County Sheriff's Office will utilize the funds in the amount of \$35,000 to provide primarily for payment of deputies'/officers' overtime no ERE while those deputies and officers are directly engaged in the cannabis eradication process, and for per diem and other direct cost related to the actual conduct of cannabis eradication.

#### Recommendation

The Gila County Sheriff's Office requests the Gila County Board of Supervisors' approval for this Letter of Agreement Number 2013-04 with the U.S. Department of Justice Drug Enforcement Administration.

#### Suggested Motion

Information/Discussion/Action to approve a Letter of Agreement (Number 2013-004) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of \$35,000 for the period of January 1, 2013, to December 31, 2013, in order to provide overtime pay related to the Domestic Cannabis Eradication/Suppression Program. **(Travis Baxley)**

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#### Attachments

Letter Agreement No. 2013-14 with U.S. Dept. of Justice DEA

Legal Explanation



U. S. Department of Justice  
Drug Enforcement Administration

[www.dea.gov](http://www.dea.gov)

Springfield, Virginia 22152

Dear Law Enforcement Colleague:

I am pleased to forward to you the enclosed new and updated Domestic Cannabis Eradication Suppression Program (DCE/SP) Letter of Agreement (LOA) for 2013 on behalf of the Drug Enforcement Administration (DEA).

I use the term "new and updated" above as there have been several changes to the language contained in the 2013 DCE/SP LOA as compared to previous years. The changes were necessary to address the fluid and evolving legalization issues at the state-level concerning marijuana throughout the country. Specifically, I would like to bring to your attention the following passage contained in attached LOA:

***THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.***

Marijuana is the only major drug of abuse grown within our borders. The DEA is aggressively striving to halt the spread of cannabis cultivation in the United States. To accomplish this, the DEA will continue to support and partner with agencies such as yours under the DCE/SP, which is the only nationwide law enforcement program that exclusively targets Drug Trafficking Organizations involved in cannabis cultivation.

The success of the DCE/SP is directly attributed to the decision of the participating agencies to share intelligence, technology and manpower. The DEA looks forward to mutual cooperation and shared success with your agency in this important endeavor during the 2013 season.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Brisolari", is written over the typed name.

Robert Brisolari  
Deputy Chief of Operations



**U. S. Department of Justice**  
**Drug Enforcement Administration**

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Agreement Number **2013-04**

This Letter of Agreement (LOA) is entered into between the **GILA COUNTY SHERIFF'S OFFICE**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Arizona*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of Arizona*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the cultivation, possession, and distribution of cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of cannabis located within the *State of Arizona*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
  - g. Submit to DEA quarterly expenditure reports.
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and



the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** for the period of JANUARY 1, 2013, to DECEMBER 31, 2013, to defray costs relating to the eradication and suppression of cannabis. These Federal funds shall only be used for the eradication of cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. **THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring

compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. [Agency Initial AS]

All purchases of equipment, supplies and other resources must have approval from DEA. Procurement of these items is subject to the following approval authority: LOA expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the LOA must request authorization in writing, *through* the respective DEA Division, *to OMS*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or

projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY's** personnel engaged in cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and an October thru December (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** of Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of Arizona** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within thirty (30) days after termination of the Agreement, **THE AGENCY** will prepare an October thru December (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by January 31st.

18. Upon submission of the October – December (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

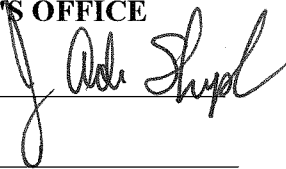
20. **THE AGENCY** must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>)

or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, *THE AGENCY*** must then register with CCR via the internet [www.ccr.gov](http://www.ccr.gov). Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

**Note:** It is *THE AGENCY's* responsibility to update their CCR registration annually or whenever a change occurs.

*THE AGENCY's* current DUNS No. is 142370761.

**THE GILA COUNTY SHERIFF'S OFFICE**

By: J. Adam Shepherd 

Title: Sheriff

Date: 5-3-13

*Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

**DRUG ENFORCEMENT ADMINISTRATION**

By: \_\_\_\_\_  
Special Agent in Charge - Phoenix Field Division

Date: \_\_\_\_\_

*SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.*

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION**

**ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:**

2013/S1R/OM/7810000/DOM-G2/01IB/DCE/OPS: \_\_\_\_\_

UFMS Input Date: \_\_\_\_\_ CT No. \_\_\_\_\_

IO No. \_\_\_\_\_ DP No. \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael A. Pastor, Chairman

Approved as to form: \_\_\_\_\_ Date: \_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal

# Memorandum



Subject

Electronic Funds Transfer  
(DFN: 610-13)


Date

APR 30 2013

To

All Domestic Cannabis Eradication/  
Suppression Program (DCE/SP)  
Participating Agencies

From

Neil D. Doherty   
Chief, Investigative Support Section  
DEA Headquarters

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided below:

Agency Name on Bank Account: Gila County Sheriff's Office

Account Number: 11804047

Name of Bank/Financial Institution: JP Morgan Chase

Address of Bank/Financial Institution: Municipal Bank (739) Phoenix, AZ 85001

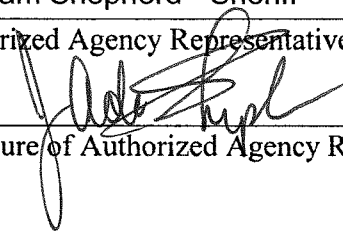
Telephone Number of Bank/Financial Institution: (602) 221-2960

Contact Person of Bank/Financial Institution: Raelene Syrp

Bank/Financial Institution ABA Number: 122100024

J. Adam Shepherd - Sheriff

Authorized Agency Representative - Name & Title

  
Signature of Authorized Agency Representative

5/2/13

Date



## ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

05/03/2013



U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

## **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,



- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (c) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

#### 1. Grantee Name and Address:

Gila County Sheriff's Office  
1100 South Street (PO Box 311)  
Globe, AZ 85501

#### 2. Application Number and/or Project Name

#2013-04 Letter of Agreement between the GCSO and DEA

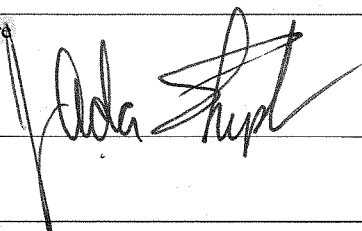
#### 3. Grantee IRS/Vendor Number

866-00-0444

#### 4. Typed Name and Title of Authorized Representative

J. Adam Shepherd, Sheriff

#### 5. Signature



#### 6. Date

05/03/2013

13. **CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED OR PRINTED NAME AND TITLE

J. Adam Shepherd, Sheriff

DATE REQUEST  
SUBMITTED

05/03/2013

TELEPHONE (AREA CODE,  
NUMBER AND EXTENSION)

(928) 402-8570

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**INSTRUCTIONS**

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

- | <u>Item</u>  | <u>Entry</u>   | <u>Item</u> | <u>Entry</u>  |
|--|--|-------------|---|
| 2  | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.  |             | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.  |
| 4  | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a         | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6  | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.   | 11b         | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.  |
| 7  | This space is reserved for an account number or other identifying number that may be assigned by the recipient.  | 11d         | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.  |
| 8  | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.  | 13          | Complete the certification before submitting this request.  |
| <p><b>Note:</b> The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.</p> |  |             |   |
| 11   | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or   |             |   |

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO.

0348-004

PAGE

OF

PAGES

1. TYPE OF  
PAYMENT  
REQUESTED

a. ☒ one or both boxes

☒ ADVANCE

☐ REIMBURSE-  
MENT

b. ☒ the applicable box

☐ FINAL

☐ PARTIAL

2. BASIS OF REQUEST

☐ CASH

☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT  
TO WHICH THIS REPORT IS SUBMITTED

DRUG ENFORCEMENT ADMINISTRATION

4. FEDERAL GRANT OR OTHER  
IDENTIFYING NUMBER ASSIGNED  
BY FEDERAL AGENCY

2013-04

5. PARTIAL PAYMENT REQUEST  
NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION  
NUMBER

86-6000444

7. RECIPIENT'S ACCOUNT NUMBER  
OR IDENTIFYING NUMBER

N/A

8. PERIOD COVERED BY THIS REQUEST

FROM (MM-DD-YYYY)

01-01-2013

TO (MM-DD-YYY)

12-31-2013

9. RECIPIENT ORGANIZATION

Name: Gila County Sheriff's Office

Number and Street: 1100 South Street

City, State and ZIP Code: Globe, AZ 85501

10. PAYEE (Where check is to be sent if different than Item 9)

Name:

Number and Street:

City, State and ZIP Code:

## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES	(a) Original Letter of Agreement	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)	\$ 35,000.00	\$	\$	\$ 35,000.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	35,000.00	0.00	0.00	35,000.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	35,000.00	0.00	0.00	35,000.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e	35,000.00			35,000.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	35,000.00	0.00	0.00	35,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				0.00
2nd month				0.00
3rd month				0.00

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)  
Prescribed by OMB Circulars A-102 and A-110



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-1814**

**Regular Agenda Item 2- C**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Adam  
Shepherd,  
Sheriff

Submitted By: Dana Sgroi, Contracts Support  
Specialist, Finance Department

Department: Sheriff's Office

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Information

Request/Subject

Sale of Four Surplus Military Trucks to Various Fire Departments in Gila County

Background Information

In April 2010, four Duce 2.5 ton, 6 x 6 military trucks were acquired by the Gila County Sheriff's Office (GCSO) through the Federal Excess Property 1033 Program. The GCSO no longer has any use for the four trucks and has been housing them in the Payson yard. The GCSO has received requests from three fire districts to transfer ownership of the surplus equipment to the fire departments so they may use them for fire suppression, among other things. The trucks would also be used as emergency evacuation vehicles, providing they have the necessary size and weight to cross flooded creeks or snow bound areas, enabling fire department personnel to reach people that they would otherwise not be able reach without the assistance from other county and state departments due to road conditions and locations.

When the trucks were obtained through the Arizona Public Safety Procurement Program, Memorandum of Agreement and Understanding, Federal Excess Property 1033 Program, they were classified with the Demil Code of Q, Integrity Code of 6. Per the terms of the 1033 Program, the law enforcement agencies (LEAs) that were given the excess military equipment may dispose of them after one year of possession.

Evaluation

The GCSO would like to sell the trucks, for one dollar (\$1.00) each to the following fire districts:

Tonto Basin Fire District in Tonto Basin, AZ would purchase one 2-½ ton truck, Serial No. 504425 with hard top; Pleasant Valley Fire District in Young, AZ would purchase one 2-½ ton truck, Serial No. 503877 with hard top; Hell's Gate Fire District in Star Valley, AZ would purchase two 2½ ton trucks, Serial Numbers, 503902 and 504437 with two hard tops.

Per A.R.S. 11-251 Powers of Board, it is in the Board of Supervisors authority, upon unanimous consent of the Board, to allow the sale of the four trucks to any other duly constituted governmental entity, including the state, cities, towns, public improvement districts and other counties. The statute also states, on unanimous consent of the Board of Supervisors, provide technical assistance and related services to a fire district pursuant to an intergovernmental agreement.

Conclusion

The GCSO no longer has any use for the four trucks and has received requests from three fire districts to transfer ownership of the surplus equipment to the fire departments so they may use them for fire suppression. The trucks would also be used as emergency evacuation vehicles, providing the necessary size and weight to cross flooded creeks or snow bound areas, enabling fire department personnel to reach people that would otherwise might not be reached due to road conditions and locations.

### Recommendation

It is the recommendation of the GCSO to sell the surplus military equipment to the Tonto Basin Fire District, the Pleasant Valley Fire District and the Hell's Gate Fire District, for one dollar (\$1.00) per truck, to assist in the health and safety of Gila County residents that live in remote areas and to aid in the fire suppression efforts of the various fire departments.

### Suggested Motion

Information/Discussion/Action for the Board of Supervisors to unanimously approve the sale of surplus military trucks as follows: One 2-1/2 ton truck (serial number 504425) with hard top to the Tonto Basin Fire District for One Dollar (\$1.00); one 2-1/2 ton truck (serial number 503877) with hard top to the Pleasant Valley Fire District for One Dollar (\$1.00); and two 2-1/2 ton trucks (serial numbers 503902 and 504437) with two hard tops to the Hell's Gate Fire District for One Dollar (\$1.00) each. **(Tim Scott)**

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### Attachments

#### Fire District Requests

Memorandum Of Agreement-Federal Excess Property 1033 Program

Request from Sheriff Adam Shepherd for disbursement of trucks

A.R.S. 11-251 - Powers of Board

Authorization letter from Arizona State Coordinator for 1033 Program

IGA for Sale of Military Truck to Hellsgate Fire Department

IGA for Sale of Military Truck to Pleasant Valley Fire District

IGA for Sale of Military Truck to Tonto Basin Fire District

Legal Explanation

## TONTO BASIN FIRE DISTRICT

Serving Jake's Corner, Roosevelt and Tonto Basin

P.O. Box 48  
Tonto Basin, AZ 85553-0048  
Phone 928-479-2203  
Fax 928-479-2102  
tbfdchief@netscape.net

September 19, 2012

Tonto Basin Fire District has been informed that there may be a military 2.5 ton 6X6 truck available from Gila County as surplus equipment. If this truck was made available to TBFD we would use it for fire suppression and for crossing Tonto Creek during water levels that are too high for regular 4X4 vehicles. We currently have to call the Sheriff's Office or the Highway Department for access across the Creek when we have calls for service on the East side of Tonto Creek. We would put a firefighting pump and skid unit in the truck for the initial attack of wildfires. This would free up the personnel from the County and allow us to better serve the public. Thank you for the consideration of this assistance.



Steven C. Holt  
Fire Chief  
Tonto Basin Fire Dist.





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Date: September 13, 2012

To: Gila County

From: Angie M. Lecher

Subj: Use of Truck

To Whom It May Concern;

Hellsgate Fire Department would like to be considered for the use of two Duce 2.5 ton trucks in possession of Gila County Sheriff's Office. We will be using these trucks for type 4 wildland response in our outer laying areas. This would greatly assist us as we have no funds to provide these types of trucks which are much needed. If you have any questions about the use of these trucks please let me know at (928)474-3835.

Thank you for your consideration.

Sincerely,

Angie M. Lecher  
Business Manager



## Pleasant Valley Fire District

47529 N. AZ Highway 288  
PO Box 303  
Young, AZ 85554

928-462-3678 Office/fax  
928-462-3489 Control Burns  
PVFD@mtecom.net

September 05, 2012

Sgt Rodney Cronk  
Gila County Sheriff's Office  
108 W. Main  
Payson, AZ 85541

Ref: Deuce and a Half Vehicle

Dear Sgt Cronk;

You had asked if Pleasant Valley Fire Department would have an interest in acquiring a military deuce and a half vehicle for our use. The possibility was discussed with our Acting Fire Chief and the PVVFD Fire Board and all agreed the vehicle would be a benefit to our department.

We see two primary uses for the truck. The first use would be as an emergency evacuation and response vehicle for people living on the opposite side of Cherry Creek during times of flooding. (It is important to note that we are seeing much more flood activity in the creek since the Poco fire.) When the creek runs the fire department does not have a vehicle of sufficient size and weight to cross the creek thereby making it difficult to reach and assist our residents. In the winter months it could be used in times of heavy snow to reach people that we would otherwise not be able to get to due to their location and road conditions. This includes remote areas like Haigler Creek and the Nail Ranch. Longer term we would like to explore the cost to retrofit the vehicle and convert it to a rough country first response brush truck by adding a tank and appropriate pump to the bed of the vehicle.

In summary the vehicle would complement our current fleet and add capabilities we do not now have.

Sincerely,

Bonnie Benne  
Clerk  
Pleasant Valley Fire Department

# Arizona Public Safety Procurement Program

## ARIZONA STATE PLAN OF OPERATION: Memorandum of Agreement and Understanding Federal Excess Property 1033 Program

NAME OF LAW ENFORCEMENT AGENCY Gila County Sheriff's Office

### PURPOSE

The purpose of this State Plan of Operation: Memorandum of Agreement and Understanding (MOA/MOU) is to set forth the terms and conditions by which certified Arizona Law Enforcement Agencies (LEAs) may obtain excess Department of Defense (DOD) personal property under the federal 1033 Program through participation in the Arizona Public Safety Procurement Program (AZPSPP) and to promote the efficient and expeditious transfer of the property.

### AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a (section 1033 of the fiscal year 1997 National Defense Authorization Act) to transfer to Federal and State Agencies personal property that is excess to the needs of the DOD and that the Secretary determines is suitable for use by agencies in law enforcement activities, with emphasis on counter drug/counterterrorism activities, under such terms prescribed by the Secretary. The Secretary has delegated the authority to determine whether property is suitable for use by agencies in law enforcement activities to the DOD Defense Logistics Agency (DLA).

### ORGANIZATIONAL AUTHORITY

The Governor of Arizona has designated Detective Matt Van Camp of the Payson Police Department as the State Coordinator to implement the federal excess property 1033 Program statewide through the AZPSPP.

### STAFFING AND FACILITY

The Arizona 1033 Coordinators, herein referred to as the State Coordinator and the designated State Points of Contact (SPOCs), have operational authority for the daily conduct, management, oversight and policies of the AZPSPP. This responsibility includes assuring that all program participants comply with applicable Federal and State laws and directives related to this program.

### TERMS AND CONDITIONS

- **Law Enforcement Agency (LEA) Eligibility Criteria:** In determining whether property is suitable for use by agencies in law enforcement activities, DLA Disposition Services (formerly known as the Defense Reutilization and Marketing Service (DRMS)) defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable federal, state and local

laws and whose compensated law enforcement officers have powers of arrest and apprehension. The DOD, through DLA Disposition Services, has final authority to determine the type, quantity, and location of excess personal property suitable for use in law enforcement activities, if any, which will be transferred to the State. This MOA/MOU creates no entitlement for the LEA to receive DOD excess personal property. Property available under the 1033 Program is for the current use of authorized program participants; it will not be issued for speculative/possible future use. Property will not be obtained for the purpose of sale, lease, rent, exchange, barter, or to secure a loan, or to otherwise supplement normal LEA budgets. All requests for property will be based on bona fide law enforcement requirements. The requisitioning of property for the purpose of cannibalization is not normally authorized. Requests for exceptions to this policy must be submitted in writing first to the State Coordinator and then to DLA Disposition Services's Law Enforcement Support Office (LESO) for final determination and approval. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with the excess property is the sole responsibility of the LEA.

- **Membership Fee:** The AZPSPP may institute a membership fee to cover administrative costs associated with managing the 1033 Program. The AZPSPP uses the DOD budget year of October 1 thru September 30 as its yearly cycle. Membership fees are due after October 1 of the current year. The AZPSPP currently has a \$250.00 per year membership fee.
- **How to Enroll in the State 1033 Program:** LEAs must request enrollment in the 1033 Program by completing the application available at: [www.drms.dla.mil/rtd03/leso/state.shtml](http://www.drms.dla.mil/rtd03/leso/state.shtml). The application should be submitted to the State Coordinator. Upon review and approval by the State Coordinator, the State Coordinator will forward the approved application to the LESO for final approval. With LESO's approval, the State Coordinator will provide the agency with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Additionally, the AZPSPP will provide the LEA with an identification (ID) number so the LEA may screen and request property through the LEEDS automation system.

By signing this MOA/MOU and agreeing to accept excess property under this program, the LEA pledges that it agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations in 32 C.F.R. Part 195.
  - b. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Part 90.
  - c. On the basis of disability, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Part 41 and DOD regulations at 32 C.F.R. Part 56.
- **LEA Screener Criteria:** LEA screeners may be full-time and/or part-time paid employees of the agency. Screeners may be sworn officers and/or non-sworn personnel assigned by the LEA to perform these duties. LEAs are allowed a maximum of four (4) screeners per agency. A maximum of two (2) of the authorized screeners may physically screen at any DLA Disposition Services location (DRMO) at one

time. NOTE: **The Weapons Point of Contact (POC) must be a paid, full-time sworn officer of the LEA.**

- **Identification/Acquisition of Property:** LEAs find needed property electronically through the DLA website: [www.drms.dla.mil/rtd03/leso/](http://www.drms.dla.mil/rtd03/leso/) or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit an on-line request via the LEEDS system to the State Coordinator's Office.

The State Coordinator approves or disapproves the request. If the request is approved, it is forwarded electronically to the LESO and if approved by the LESO, it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) for final approval. If the request receives final approval, the LEEDS system will show a ***Request approved by Milstrip***. The requesting LEA is responsible for checking the LEEDS system and contacting the issuing DRMO to arrange pick up or transportation of the approved item.

**IMPORTANT NOTE: LEAs have 14 days from the approval date to obtain the item screened from the DRMO and failure to obtain this item will result in the item going back into the system for re-issuance.**

- **Transportation of Property:** It is the responsibility of the LEA to transport requested property from the DRMOs. Additionally, transportation costs associated with the turn-in of property to a DRMO are the responsibility of the agency. DLA will not fund the transportation cost associated with property received under this program.
- **Storage of Property:** Arizona is not maintaining a small warehousing facility.
- **Utilization of Property:** Property received through the 1033 Program must be placed into use within **one year of receipt and utilized for a minimum of one year**, unless the condition renders it unusable. If property is not placed into use within 1 year of receipt, it must be transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the AZPSPP Office and LESO.
- **Distribution of Property:** LESO will approve property requests for any law enforcement activities with preferences given to counter drug/counterterrorism.
- **Security of Property:** It is the responsibility of the gaining LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, the LEA must notify the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.
- **Accountability of Property:** Along with the State, each LEA must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.

- **Title of Property:** The DOD has authorized the transfer and use of excess Federal property to Law Enforcement Agencies and as such reserves the right to recall any and all property issued through the 1033 Program. At the LEA's request, the DOD will provide a Form 97 (DOD certificate of Title) to be used by the LEA to comply with the LEA's state registration requirements. The LEA may title the property in its name as needed. All demilitarization (DEMIL) property may not be disposed of and must be returned to the DOD. Terminating the title to property returned to the DOD is the LEA's responsibility. All property that is not DEMIL property must have approval from the State Coordinator's Office for disposal if the property is on the LEA's inventory list. LEAs should contact the State Coordinator's Office for further clarification and direction.
- **Inactive File:** The LESO has a 5-year file retention policy. LESO will maintain active files for 2 years and inactive files for 3 years. After five years, the files are destroyed with the exception of DEMIL code B through Q property, sensitive items, DEMIL code A property with an acquisition value over \$20,000, and any other high dollar items.
- **State Compliance Reviews:** The AZPSPP will conduct periodic reviews of each LEA enrolled in the 1033 Program, including physical inventory/spot checks of property received and any related records. The purpose of the reviews is to ensure LEAs are in compliance with the Arizona State Plan of Operation. These reviews will be documented and a copy will be sent to the LEA. Additionally, a copy will be maintained by the AZPSPP office. A LEA found out of compliance with the terms or conditions of the State Plan of Operation will have thirty (30) days to correct the deficiencies. If the LEA fails to correct the problems, the AZPSPP Office or the LESO may suspend the LEA from the 1033 Program and may require the return of any and all equipment obtained under the Program.
- **Turn in of Property:** LEAs will coordinate all turn in requests through the State Coordinator's Office and must use a turn in request form. DEMIL code C, D, E, F, G & P property must be demilitarized and returned to a DRMO. Turn in requests can include property the LEA does not want to dispose of through its own agency procedure, property that can be re-used by another LEA, or property that the AZPSPP or LESO has directed the LEA to return to a DRMO. It is the responsibility of the LEA to contact a DRMO to arrange for the return of property. Once the LEA has contacted a DRMO and the DRMO has agreed to accept the property, the LEA will submit the turn in request form to the AZPSPP. The AZPSPP will approve the request and forward it to the LESO for the issuance of the turn in 1348. Once issued by the LESO, the turn in 1348 will be sent to the AZPSPP (who will forward it to the LEA) and a copy will be sent to the accepting DRMO. The LEA can then take the property back to the DRMO.

Once approved, LEAs have 30 days in which to return property. Once the documents have been signed off by the LEA and the DRMO accepting the property, copies must be sent to the AZPSPP.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through the State Coordinator using a transfer request form. The State Coordinator will request final approval from the LESO. Property may be transferred within Arizona or between other states as long as it is properly coordinated with the State Coordinator and LESO. If approved, the transfer request form will be sent to the State Coordinator and forwarded to the LEA transferring the equipment. **NOTE: No equipment is to be physically transferred between agencies until the transfer has been approved by the Arizona State Coordinator and LESO. Failure to comply with this directive could result in the suspension of the LEAs from the 1033 Program.**

- **Disposal of Property:** LEAs must request approval, in writing, using a disposal request form from the State Coordinator before disposing of any 1033 property. The State Coordinator will request final approval from the LESO. If approved, the disposal request form will be sent to the State Coordinator. DEMIL code A property and DEMIL code Q property with an Integrity code of 6 will automatically be removed from the LEA's inventory one year after acquisition. Property with DEMIL codes B through G or DEMIL code Q with an Integrity code of 3 must be transferred to an authorized agency or returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA. If the LEA's policy allows for disposal of non DEMIL property by sale or auction, all funds generated by the sale of DOD acquired property will be restricted for the LEA's use only. DOD acquired property will be fully utilized by the LEA prior to disposal and no DOD property will be acquired to supplement the LEA's budget.
  - **DEMIL code A:** Does not require demilitarization and the LEA may dispose of the property after one year of possession.
  - **DEMIL code Q with Integrity code of 6:** *Will be treated like DEMIL code A.* Does not require demilitarization and the LEA may dispose of the property after one year of possession.
  - **DEMIL codes B through G and all DEMIL code Q with Integrity code of 3:** Requires demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESO's approval for equipment returns.
    - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator. (See DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules.)
    - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:
      - Notification of export control requirements to the end-user; and
      - Exclusion of individuals, entities or countries who are:
        - Excluded from Federal programs by the General Services Administration (GSA);

- Delinquent on obligations to the U.S. Government or debarred or suspended from DOD contracts;
- Currently suspended for TSC violations; or
- Subject to denial, debarment or other sanctions under public law.

For more information regarding these items, view the following links:

<http://www.demil.osd.mil>      Defense Demilitarization and Trade Security Controls Program

<http://www.dtic.mil/mctl>      Military Critical Technologies List

<http://www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf>  
Critical Federal Supply Class (FSC) and Buzz words

<http://www.drms.dla.mil/drms/internal/demil/FSCAP.pdf>      Flight Safety Critical Aircraft Parts (FSCAP)

- **Training:** AZPSPP staff will conduct training and familiarization for LEAs with guidance from the following websites:
  - ABCs of DEMIL: [www.dtic.mil/whs/directives/corres/html/416021m1.htm](http://www.dtic.mil/whs/directives/corres/html/416021m1.htm) (knowledge of demilitarization codes)
  - DLA operations: [www.dla.mil](http://www.dla.mil) (DLA handbook)
  - LESO operations: [www.drms.dla.mil/rtd03/leso/training.shtml](http://www.drms.dla.mil/rtd03/leso/training.shtml) (1033 Program/Automation training guides)
  - DLA Disposition Services operations: [www.drms.dla.mil](http://www.drms.dla.mil) (automation requisitioning process/procedures)

## **| THE STATE OF ARIZONA (AZPSPP) WILL:**

- a. Receive applications for participation in the 1033 Program from its law enforcement agencies and approve the applications with a signature. Once the approval process is complete and the agency is loaded in the DRMS automated requisitioning system, the State will provide enrolled LEAs with their LEA ID number so they may request materials on-line.
- b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts and ensure the recipient LEA is identified on all requisitions.
- c. Be responsible for the transfer and/or allocation of property to qualified LEAs.



- d. Ensure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- e. Control and maintain accurate records on all property obtained under the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.
- f. Maintain active files for 2 years and inactive files for 3 years in accordance with LESO policy. After five years, the files will be destroyed with the exception of DEMIL code B through Q, sensitive items, DEMIL code A property an acquisition value over \$20,000, and any other high dollar items.
- g. Enter into agreements with LEAs to ensure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to the 1033 Program.
- h. Allow a maximum of two (2) screeners per LEA to physically screen at any DRMO (one primary and one alternate). The screeners must be named in a "letter of authorization" provided to the cognizant LESO, to be updated every other year, or as changes occur.
- i. Ensure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- j. Ensure that all weapons are registered with the U.S. Treasury Department's Bureau of Alcohol, Tobacco and Firearms and the U. S. Army Tank Automotive and Armaments Command. Recipients must comply with all applicable firearms laws and regulations. The LEA will provide a weapon's POC on its data sheet.
- k. Identify to LESO each request for property that will be used in counter drug/counterterrorism activities.
- l. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). **Reference:** ([www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html))
- m. Review and/or update the Memorandum of Agreement (MOA) between DLA and the State of Arizona annually or when the Governor or Governor-appointed State Coordinator changes. If there are no changes to the MOA, a signed letter/email will be sent to the LESO indicating that the plan has been reviewed and no changes were necessary.
- n. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the Arizona State Plan of Operation and require a current MOA/MOU signed by the agency executive officer.

- o. Conduct periodic reviews of each LEA enrolled in the 1033 Program, including physical inventory/spot checks of property received and any related records. The purpose of the reviews is to ensure LEAs are in compliance with applicable Federal regulations and the Arizona State Plan of Operation. These reviews must be documented and maintained by AZPSPP staff for future LESO compliance reviews.
- p. Obtain reconciliation reports from the LESO website and conduct monthly and annual reconciliations between the State/LEA and LESO.
- q. Ensure serial/tail numbers are provided to LESO on items such as Peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.
- r. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. The State will also maintain a signed copy of all property reconciliation documentation received through the 1033 Program.
- s. Submit requests for property returns (turn-ins to a DRMO) to LESO for final approval. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- t. Submit disposal, transfer and inventory adjustment requests to LESO.
- u. Contact the LESO in writing not later than 30-calendar days prior to a State Coordinator/State Point of Contact change.

#### **| THE LAW ENFORCEMENT AGENCY WILL:**

- a. Submit applications for participation in the 1033 Program to the State Coordinator for approval.
- b. Submit requests for property (electronically) and provide justification for all requisitions to the State Coordinator.
- c. Maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- d. Control and maintain accurate records on all property obtained under the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: form 657, 657A, 657T, 657D, 657TI, DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 5/10, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork issued through the LESO. A copy of all 1348's shall be forwarded to the AZPSPP office monthly.

The records maintained must also satisfy any and all pertinent requirements under Arizona statutes and regulations for the program and this property.

- e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to the 1033 Program.
- f. Allow a maximum of four (4) screeners. The screeners must be named in a “letter of authorization/datasheet” provided to the LESO, to be updated as changes occur or whenever LESO requests an update. A weapons POC fulltime officer must be included on the “letter of authorization/datasheet” for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. The LEA will appoint a property accountability officer responsible for approving/disapproving all property requests and maintaining all accountability records for property received.
- g. Ensure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- h. Ensure that the following weapons are registered with the U.S. Treasury Department’s ATF: M14, M16, M21 and M79. Weapons recipients must comply with all applicable firearm laws and regulations and report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. The LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received and a Form 10 or Form 5 for all other weapons.
  - 1) The LEA accepts the transfer of weapons “as is” with no warranty of any kind including implied warranties, such as warranties of fitness for any purpose.
  - 2) The LEA acknowledges that there are hazards associated with the use of such property, which can cause damage to property and serious injury or death.
  - 3) The LEA agrees to provide appropriate training to any person who may use the weapons.
  - 4) Title is conditionally granted to the LEA upon receipt of the property; however, final disposition of all weapons obtained through the 1033 Program must be approved by AZPSPP/LESO prior to any action being taken by the LEA. Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
  - 5) The LEA agrees to maintain at its own expense adequate liability and property damage insurance and workman’s compensation insurance to cover any such claims.
  - 6) The LEA certifies that no person who has been convicted of a misdemeanor crime of domestic violence will be allowed to possess, transport or otherwise have access to any weapons transferred under the 1033 Program.
  - 7) The LEA affirms that any weapon provide through the 1033 Program must, if no longer needed for LEA use, be either transferred intrastate or interstate with coordination through the State Coordinator and LESO or must be returned to the U.S. Army Tank-Automotive &

Armaments Command (TACOM) at the expense of the LEA. The weapons may not be transferred to licensed firearms dealers or other persons.

8) Machine Guns defined by 26 U.S.C. 5845(b) not owned by the United States Government, or any agency thereof, must be registered with the Bureau of Alcohol, Tobacco and Firearms (ATF). Unregistered machine guns transferred by DOD to civilian law enforcement agencies may be lawfully registered by submitting an ATF form 10, Application for Registration of Firearms.

- i. Identify to LESO each request that will be used in counter drug/counterterrorism activities.
- j. Maintain a copy of the State Plan of Operation and, as applicable, comply with the State Plan.
- k. Annually update or certify “No Change” to the MOA/MOU to the State Coordinator.
- l. Be aware of its responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).  
**Reference:** ([www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html))
- m. Allow AZPSPP to conduct periodic reviews, including physical inventory/spot checks of actual property and related records, to ensure compliance by the LEA with this MOA/MOU and/or the State Plan of Operation.
- n. Obtain reconciliation reports from the State Coordinator and conduct property reconciliations as requested by AZPSPP/LESO. The LEA will also provide a copy of all 1348's by email or fax monthly to the State Coordinator's Office.
- o. Ensure serial/tail numbers are provided to the State Coordinator on items such as Peacekeepers/APCs, aircraft, NVGs/sights and weapons.
- p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.
- r. Contact the State Coordinator, in writing, not later than 30 days prior, when the property accountability officer changes.

## **| OTHER TERMS AND CONDITIONS**

## **| ARBITRATION**

To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this MOA/MOU.

## **| CONFLICTS OF INTEREST**

The State is required to give notice of A.R.S. § 38-511 relating to the cancellation of contracts.

## **NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of the State or any State agency party under this MOA/MOU is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this MOA/MOU, it may be terminated by the State or any State agency party at the end of the period for which funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **TERMINATION**

This MOA/MOU may be terminated by either party upon sixty days (60) written notice or as otherwise provided by law. If the LEA decides to withdraw from the 1033 Program, the disposition of the equipment acquired through the Program and currently held by the LEA will be determined by LESO/AZPSPP and a final equipment disposition plan will be prepared and sent to the LEA. The LEA will have ninety (90) days to comply with the disposition plan and any and all disposition costs will be borne by the LEA.

IN WITNESS THEREOF, the parties hereto have executed this MOA/MOU as of the last date written below.



\_\_\_\_\_  
State Coordinator Signature

Detective Matt Van Camp  
State Coordinator, AZPSPP

\_\_\_\_\_  
Type/Print Name and Title

\_\_\_\_\_  
LEA Chief Executive Officer Signature

J. Adam Shepherd  
Sheriff

\_\_\_\_\_  
Type/Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Johnny Sanchez – Chief Deputy**  
**Mike Johnson – Lt. Southern District**  
**Tim Scott – Lt. Northern District**



**James Eskew – Jail Commander**  
**Justin Solberg – Captain**  
**William Carlson – Lieutenant**  
**Sandra Estrada – Lieutenant**

**Office of**  
**Sheriff of Gila County**  
**J. Adam Shepherd**

02-08-13

To: J. Adam Shepherd Sheriff  
Via: Chief Deputy Johnny Sanchez

From: Lt. Tim Scott

Ref: 2 ½ Ton Trucks from Barstow

Sheriff Shepherd:

We have received three requests from local fire jurisdictions wanted to take possession of the 4 2 ½ ton trucks that we acquired from Barstow in March 2008 utilizing the 1033 program. I have spoken with Det. Matt VanCamp who is the State appointed 1033 director for Arizona and he said that would not be a problem.

I will contact John Root with Vehicle Maintenance and request the titles for transfer of the trucks to the respective Fire Departments. The vehicles will be transferred according to the list below.

Tonto Basin fire would receive one 2 ½ ton truck Ser # 504425 and one hard top  
Pleasant Valley fire would receive on 2 ½ ton truck Ser # 503877 and one hard top  
Hells Gate Fire would receive two 2 ½ ton trucks Ser #'s 503902, 504437 and two hard tops.

Submitted for your consideration.  
Respectfully;

A handwritten signature in black ink, appearing to read "Tim Scott", with a long horizontal line extending to the right.

Lt. Tim Scott  
Northern District Commander

11-251. Powers of board

The board of supervisors, under such limitations and restrictions as are prescribed by law, may:

1. Supervise the official conduct of all county officers and officers of all districts and other subdivisions of the county charged with assessing, collecting, safekeeping, managing or disbursing the public revenues, see that such officers faithfully perform their duties and direct prosecutions for delinquencies, and, when necessary, require the officers to renew their official bonds, make reports and present their books and accounts for inspection.
  2. Divide the counties into such districts or precincts as required by law, change them and create others as convenience requires.
  3. Establish, abolish and change election precincts, appoint inspectors and judges of elections, canvass election returns, declare the result and issue certificates thereof.
  4. Lay out, maintain, control and manage public roads, ferries and bridges within the county and levy such tax for that purpose as may be authorized by law.
  5. Provide for the care and maintenance of the sick of the county, erect and maintain hospitals for that purpose and, in its discretion, provide a farm in connection with the county hospital and adopt ordinances for working the farm.
  6. Provide suitable rooms for county purposes.
  7. Purchase, receive by donation or lease real or personal property necessary for the use of the county prison and take care of, manage and control the property, but no purchase of real property shall be made unless the value has been previously estimated by three disinterested citizens of the county, appointed by the board for that purpose, and no more than the appraised value shall be paid for the property.
  8. Cause to be erected and furnished a courthouse, jail and hospital and such other buildings as necessary, and construct and establish a branch jail, when necessary, at a point distant from the county seat.
  9. Sell at public auction, after thirty days' previous notice given by publication in a newspaper of the county, stating the time and place of the auction, and convey to the highest bidder, for cash or contract of purchase extending not more than ten years from the date of sale and on such terms and for such consideration as the board shall prescribe, any property belonging to the county that the board deems advantageous for the county to sell, or that the board deems unnecessary for use by the county, and shall pay the proceeds thereof into the county treasury for use of the county, except that personal property need not be sold but may be used as a trade-in on the purchase of personal property when the board deems this disposition of the personal property to be in the best interests of the county. When the property for sale is real property, the board shall have such property appraised by a qualified independent fee appraiser who has an office located in this state. The appraiser shall establish a minimum price, which shall not be less than ninety per cent of the appraised value. The notice regarding the sale of real property shall be published in the county where the property is situated and may be published in one or more other counties, and shall contain, among other things, the appraised value, the minimum acceptable sale price, and the common and legal description of the real property.
- Notwithstanding the requirement for a sale at public auction prescribed in this paragraph, a county, with unanimous consent of the board and without a public auction, may sell or lease any county property to

any other duly constituted governmental entity, including the state, cities, towns and other counties. A county, with unanimous consent of the board and without public auction, may grant an easement on county property for public purposes to a utility as defined in section 40-491. A county, with unanimous consent of the board and without public auction, may sell or lease any county property for a specific use to any solely charitable, social or benevolent nonprofit organization incorporated or operating in this state. A county may dispose of surplus equipment and materials that have little or no value or that are unauctionable in any manner authorized by the board.

10. Examine and exhibit the accounts and performance of all officers having the care, management, collection or disbursement of monies belonging to the county or appropriated by law or otherwise for the use and benefit of the county. The working papers and other audit files in an examination and audit of the accounts and performance of a county officer are not public records and are exempt from title 39, chapter 1. The information contained in the working papers and audit files prepared pursuant to a specific examination or audit is not subject to disclosure, except to the county attorney and the attorney general in connection with an investigation or action taken in the course of their official duties.

11. Examine, settle and allow all accounts legally chargeable against the county, order warrants to be drawn on the county treasurer for that purpose and provide for issuing the warrants.

12. Levy such tax annually on the taxable property of the county as may be necessary to defray the general current expenses thereof, including salaries otherwise unprovided for, and levy such other taxes as are required to be levied by law.

13. Equalize assessments.

14. Direct and control the prosecution and defense of all actions to which the county is a party, and compromise them.

15. Insure the county buildings in the name of and for the benefit of the county.

16. Fill by appointment all vacancies occurring in county or precinct offices.

17. Adopt provisions necessary to preserve the health of the county, and provide for the expenses thereof.

18. With the approval of the department of health services, contract with any qualified person to provide all or part of the health services, funded through the department of health services with federal or state monies, that the board in its discretion extends to residents of the county.

19. Contract for county printing and advertising, and provide books and stationery for county officers.

20. Provide for rebinding county records, or, if necessary, the transcribing of county records.

21. Make and enforce necessary rules and regulations for the government of its body, the preservation of order and the transaction of business.

22. Adopt a seal for the board, a description and impression of which shall be filed by the clerk in the office of the county recorder and the secretary of state.

23. Establish, maintain and conduct or aid in establishing, maintaining and conducting public aviation



fields, purchase, receive by donation or lease any property necessary for that purpose, lease, at a nominal rental if desired, sell such aviation fields or property to the United States or any department, or sell or lease such aviation fields to a city, exchange lands acquired pursuant to this section for other lands, or act in conjunction with the United States in maintaining, managing and conducting all such property. If any such property or part of that property is not needed for these purposes, it shall be sold by the board and the proceeds shall be paid into the general fund of the county.

24. Acquire and hold property for the use of county fairs, and conduct, take care of and manage them.

25. Authorize the sheriff to offer a reward, not exceeding ten thousand dollars in one case, for information leading to the arrest and conviction of persons charged with crime.

26. Contract for the transportation of insane persons to the state hospital or direct the sheriff to transport such persons. The county is responsible for such expense to the extent the expense is not covered by any third party payor.

27. Provide for the reasonable expenses of burial for deceased indigents as provided in section 36-831 and maintain a permanent register of deceased indigents, including name, age and date of death, and when burial occurs, the board shall mark the grave with a permanent marker giving the name, age, and date of birth, if known.

28. Sell or grant to the United States the title or interest of the county in any toll road or toll train in or partly within a national park, on such terms as may be agreed on by the board and the secretary of the interior of the United States.

29. Enter into agreements for acquiring rights-of-way, construction, reconstruction or maintenance of highways in their respective counties, including highways that pass through Indian reservations, with the government of the United States, acting through its duly authorized officers or agents pursuant to any act of Congress, except that the governing body of any Indian tribe whose lands are affected must consent to the use of its land, and any such agreements entered into before June 26, 1952 are validated and confirmed.

30. Do and perform all other acts and things necessary to the full discharge of its duties as the legislative authority of the county government, including receiving and accepting payment of monies by credit card or debit card, or both. Any fees or costs incurred by the use of the credit or debit card shall be paid by the person tendering payment unless the charging entity determines that the financial benefits of accepting credit cards or debit cards exceeds the additional processing fees.

31. Make and enforce all local, police, sanitary and other regulations not in conflict with general law.

32. Budget for funds for foster home care during the school week for children with intellectual disabilities and otherwise handicapped children who reside within the county and attend a school for the handicapped in a city or town within such county.

33. Do and perform all acts necessary to enable the county to participate in the economic opportunity act of 1964 (P.L. 88-452; 78 Stat. 508), as amended.

34. Provide a plan or plans for its employees that provide tax deferred annuity and deferred compensation plans as authorized pursuant to title 26, United States Code. Such plans shall allow voluntary participation by all employees of the county. Participating employees shall authorize the board

to make reductions in their remuneration as provided in an executed deferred compensation agreement.

35. Adopt and enforce standards for shielding and filtration of commercial or public outdoor portable or permanent light fixtures in proximity to astronomical or meteorological laboratories.

36. Subject to the prohibitions, restrictions and limitations as set forth in section 11-812, adopt and enforce standards for excavation, landfill and grading to prevent unnecessary loss from erosion, flooding and landslides.

37. Make and enforce necessary ordinances for the operation and licensing of any establishment not in the limits of an incorporated city or town in which is carried on the business of providing baths, showers or other forms of hydrotherapy or any service of manual massage of the human body.

38. Provide pecuniary compensation as salary or wages for overtime work performed by county employees, including those employees covered by title 23, chapter 2, article 9. In so providing, the board may establish salary and wage plans incorporating classifications and conditions prescribed by the federal fair labor standards act.

39. Establish, maintain and operate facilities that provide for physical evaluation, diagnosis and treatment of patients and that do not keep patients overnight as bed patients or treat patients under general anesthesia.

40. Enact ordinances under its police authority prescribing reasonable curfews in the entire unincorporated area or any area less than the entire unincorporated area of the county for minors and fines not to exceed the fine for a petty offense for violation of such ordinances. Nothing in this paragraph shall be construed to require a request from an association or a majority of the residents of an area before the board may enact an ordinance applicable to the entire or any portion of the unincorporated area. An ordinance enacted pursuant to this paragraph shall provide that a minor is not violating a curfew if the minor is accompanied by a parent, a guardian or an adult having supervisory custody, is on an emergency errand or has been specifically directed to the location on reasonable, legitimate business or some other activity by the parent, guardian or adult having supervisory custody. If no curfew ordinance is applicable to a particular unincorporated area of the county, the board may adopt a curfew ordinance on the request or petition of either:

(a) A homeowners' association that represents a majority of the homeowners in the area covered by the association and to which the curfew would apply.

(b) A majority of the residents of the area to which the curfew would apply.

41. Lease or sublease personal property owned by the county to other political subdivisions of this state to be used for a public purpose.

42. In addition to the agreements authorized by section 11-651, enter into long-term agreements for the purchase of personal property, provided that the board may cancel any such agreement at the end of a fiscal year, at which time the seller may repossess the property and the agreement shall be deemed terminated.

43. Make and enforce necessary ordinances not in conflict with the laws of this state to regulate off-road recreational motor vehicles that are operated within the county on public lands without lawful authority or on private lands without the consent of the lawful owner or that generate air pollution. For the

purposes of this paragraph, "off-road recreational motor vehicle" means three and four wheel vehicles manufactured for recreational nonhighway all terrain travel.

44. Acquire land for roads, drainage ways and other public purposes by exchange without public auction, except that notice shall be published thirty days before the exchange, listing the property ownership and descriptions.

45. Purchase real property for public purposes, provided that final payment shall be made not later than five years after the date of purchase.

46. Lease-purchase real property and improvements for real property for public purposes, provided that final payment shall be made not later than twenty-five years after the date of purchase. Any increase in the final payment date from fifteen years up to the maximum of twenty-five years shall be made only on unanimous approval by the board of supervisors.

47. Make and enforce ordinances for the protection and disposition of domestic animals subject to inhumane, unhealthful or dangerous conditions or circumstances provided that nothing in this paragraph limits or restricts the authority granted to incorporated cities and towns or counties pursuant to section 13-2910. An ordinance enacted pursuant to this paragraph shall not restrict or limit the authority of the game and fish commission to regulate the taking of wildlife. For the purposes of this paragraph, "domestic animal" means an animal kept as a pet and not primarily for economic purposes.

48. If a part of a parcel of land is to be taken for roads, drainage, flood control or other public purposes and the board and the affected property owner determine that the remainder will be left in such a condition as to give rise to a claim or litigation concerning severance or other damage, acquire the whole parcel by purchase, donation, dedication, exchange, condemnation or other lawful means, and the remainder may be sold or exchanged for other properties needed for any public purpose.

49. Make and enforce necessary rules providing for the reimbursement of travel and subsistence expenses of members of county boards, commissions and advisory committees when acting in the performance of their duties, if the board, commission or advisory committee is authorized or required by federal or state law or county ordinance, and the members serve without compensation.

50. Provide a plan or plans for county employee benefits that allow for participation in a cafeteria plan that meets the requirements of the United States internal revenue code of 1986.

51. Provide for fringe benefits for county employees, including sick leave, personal leave, vacation and holiday pay and jury duty pay.

52. Make and enforce ordinances that are more restrictive than state requirements to reduce or encourage the reduction of carbon monoxide and ozone levels, provided an ordinance does not establish a standard for vehicular emissions, including ordinances to reduce or encourage the reduction of the commuter use of motor vehicles by employees of the county and employees whose place of employment is in unincorporated areas of the county.

53. Make and enforce ordinances to provide for the reimbursement of up to one hundred per cent of the cost to county employees of public bus or van pool transportation to and from their place of employment.

54. Lease for public purposes any real property, improvements for real property and personal property

under the same terms and conditions, to the extent applicable, as are specified in sections 11-651 and 11-653 for lease-purchases.

55. Enact ordinances prescribing regulation of alarm systems and providing for civil penalties to reduce the incidence of false alarms at business and residential structures relating to burglary, robbery, fire and other emergencies not within the limits of an incorporated city or town.

56. In addition to paragraph 9 of this section, and notwithstanding section 23-504, sell or dispose of, at no less than fair market value, county personal property that the board deems no longer useful or necessary through a retail outlet or to another government entity if the personal property has a fair market value of no more than one thousand dollars, or by retail sale or private bid, if the personal property has a fair market value of no more than fifteen thousand dollars. Notice of sales in excess of one thousand dollars shall include a description and sale price of each item and shall be published in a newspaper of general circulation in the county, and for thirty days after notice other bids may be submitted that exceed the sale price by at least five per cent. The county shall select the highest bid received at the end of the thirty day period.

57. Sell services, souvenirs, sundry items or informational publications that are uniquely prepared for use by the public and by employees and license and sell information systems and intellectual property developed from county resources that the county is not obligated to provide as a public record.

58. On unanimous consent of the board of supervisors, license, lease or sell any county property pursuant to paragraphs 56 and 57 of this section at less than fair market value to any other governmental entity, including this state, cities, towns, public improvement districts or other counties within or outside of this state, or for a specific purpose to any charitable, social or benevolent nonprofit organization incorporated or operating in this state.

59. On unanimous consent of the board of supervisors, provide technical assistance and related services to a fire district pursuant to an intergovernmental agreement.

60. Adopt contracting procedures for the operation of a county health system pursuant to section 11-291. Before the adoption of contracting procedures the board shall hold a public hearing. The board shall publish one notification in a newspaper of general circulation in the county seat at least fifteen days before the hearing.

61. Enter into an intergovernmental agreement pursuant to chapter 7, article 3 of this title for a city or town to provide emergency fire or emergency medical services pursuant to section 9-500.23 to a county island as defined in section 11-251.12. The board may charge the owners of record in the county island a fee to cover the cost of an intergovernmental agreement that provides fire and emergency medical services.

62. In counties that employ or have designated an animal control county enforcement agent pursuant to section 11-1005, enter into agreements with foundations or charitable organizations to solicit donations, property or services, excluding enforcement or inspection services, for use by the county enforcement agent solely to perform nonmandated services and to fund capital improvements for county animal control, subject to annual financial and performance audits by an independent party as designated by the county board of supervisors. For the purposes of this paragraph, nonmandated services are limited to low cost spay and neuter services, public education and outreach efforts, pet adoption efforts, care for pets that are victims of cruelty or neglect and support for volunteer programs.

63. Adopt and provide for the enforcement of ordinances prohibiting open fires and campfires on designated lands in the unincorporated areas of the county when a determination of emergency is issued by the county emergency management officer and the board deems it necessary to protect public health and safety on those lands.

64. Fix the amount of license fees to be paid by any person, firm, corporation or association for carrying on any game or amusement business in unincorporated areas of the county and prescribe the method of collection or payment of those fees, for a stated period in advance, and fix penalties for failure to comply by fine. Nothing in this article shall be construed as authorizing any county to require an occupational license or fee for any activity if state law precludes requiring such a license or fee.

65. Adopt and enforce ordinances for the prevention, abatement and removal of graffiti, providing that any restrictions on the retail display of potential graffiti tools be limited to any of the following, as determined by the retail business:

(a) In a place that is in the line of sight of a cashier or in the line of sight from a work station normally continuously occupied during business hours.

(b) In a manner that makes the product accessible to a patron of the business establishment only with the assistance of an employee of the establishment.

(c) In an area electronically protected, or viewed by surveillance equipment that is monitored, during business hours.

66. Adopt ordinances and fees related to the implementation of a local stormwater quality program pursuant to title 49, chapter 2, article 11.

# State of Arizona



## 1033 Public Safety Procurement Program



Governor Jan Brewer

Chief Donald B. Engler

April 18th 2013

Lt. Tim Scott  
Gila County Sheriff's Office  
108 W Main St.  
Payson, Az 85541

Lt. Scott

As the Governor appointed Arizona State Coordinator for the 1033 program, I have reviewed your agencies inventory in reference to your 6X6 2.5 ton trucks.

Those trucks have been removed from your Department of Defense 1033 program inventory automatically by the Law Enforcement Support Office some time ago. You are no longer required to maintain accountability for Serial #'s 504425, 503877, 503902 and 504437 for the 1033 program.

Items that are no longer on your 1033 program inventory are treated just like DEMIL A property that falls off your inventory automatically. Those property items can be disposed of per your agencies policy. If those items are sold, the funds obtained shall be placed in a restricted account for the sole use of the Gila County Sheriff's Office.

Sincerely,

A handwritten signature in black ink, reading "Matt Van Camp".

Detective Matt Van Camp

Payson Police Department  
State of Arizona  
1033 State Coordinator  
303 N Beeline Hwy.  
Payson, AZ. 85541  
928-474-5177 X 251 Office  
928-474-4558 Fax  
mvancamp@paysonaz.gov

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
GILA COUNTY  
AND  
HELLSGATE FIRE DEPARTMENT**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Gila County, through the Gila County Sheriff, hereinafter referred to as "County" and the Hellsgate Fire Department, hereinafter referred to as "HFD" agree to the following.

**RECITALS**

**WHEREAS**, the Gila County Sheriff possesses two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops which were acquired through the Federal Excess Property 1033 Program; and

**WHEREAS**, the Gila County Sheriff no longer has any need for two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops; and

**WHEREAS**, the Governor appointed Arizona State Coordinator for the 1033 Program has authorized Gila County to dispose of two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops; and

**WHEREAS**, HFD Fire Chief, Gary Hatch, desires to purchase two (2) of the Duce 2.5 ton, 6x6 Military Truck for One Dollar and no cents each (\$1.00), for a total amount of Two Dollars and no cents (\$2.00); and

**WHEREAS**, the Gila County Board of Supervisors has determined that HFD'S use of two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops, would help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

### **SCOPE**

It is the intent of the County pursuant to A.R.S. §11-251 to sell to HFD, two Military Trucks to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

**NOW, THEREFORE**, in consideration of the total sum of two dollars and no cents (\$2.00), the parties agree as follows:

1. Gila County agrees to sell two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops, to HFD for One Dollar and no cents each (\$1.00) such other valuable consideration.
2. HFD agrees to accept two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops, AS IS, and acknowledges that the County makes no warranties with respect to the fitness of two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops.
3. HFD agrees that its sole remedy in any action regarding this intergovernmental agreement is Return of its purchase price. In any action regarding this agreement, each party shall bear its own attorneys fees and costs.
4. This Intergovernmental Agreement shall last until the two Duce 2.5 ton, 6x6 Military Trucks, Serial No. 503902 and Serial No. 504437 with hard tops are transferred to HFD, but the provisions of the agreement shall survive and govern any dispute between the parties.
5. Each party shall maintain a budget to comply with its obligations under this agreement.
6. The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this agreement.



7. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Hellsgate Fire Department  
Attn: Gary Hatch  
80 S. Walters Lane  
Star Valley, Arizona 85541

Gila County  
Attn: Don McDaniel, Jr.  
1400 E. Ash Street  
Globe, Arizona 85501

**GENERAL TERMS**

1. Indemnification: The HFD shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the HFD, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
4. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

**IN WITNESS THEREOF**, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

**GILA COUNTY**

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

**HELLSGATE FIRE DEPARTMENT**

\_\_\_\_\_  
Gary Hatch  
Fire Chief

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of Board of Supervisors

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
GILA COUNTY  
AND  
PLEASANT VALLEY FIRE DISTRICT**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Gila County, through the Gila County Sheriff, hereinafter referred to as "County" and the Pleasant Valley Fire District, hereinafter referred to as "PVFD" agree to the following.

**RECITALS**

**WHEREAS**, the Gila County Sheriff possesses a Duce 2.5 ton, 6x6 Military Truck, Serial No. 503877 with hard top which was acquired through the Federal Excess Property 1033 Program; and

**WHEREAS**, the Gila County Sheriff no longer has any need for a Duce 2.5 ton, 6x6 Military Truck, Serial No. 503877 with hard top; and

**WHEREAS**, the Governor appointed Arizona State Coordinator for the 1033 Program has authorized Gila County to dispose of a Duce 2.5 ton, 6x6 Military Truck, Serial No. 503877 with hard top; and

**WHEREAS**, PVFD Fire Chief, Mitch Skolnekovich, desires to purchase one (1) of the Duce 2.5 ton, 6x6 Military Truck for One Dollar and no cents (\$1.00); and

**WHEREAS**, the Gila County Board of Supervisors has determined that PVFD'S use of the Duce 2.5 ton, 6x6 Military Truck, Serial No. 503877 with hard top, would help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

## **SCOPE**

It is the intent of the County pursuant to A.R.S. §11-251 to sell to PVFD, one Military Truck to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

***NOW, THEREFORE***, in consideration of the total sum of one dollar and no cents (\$1.00), the parties agree as follows:

1. Gila County agrees to sell one (1) Duce 2.5 ton, 6x6 Military Truck, Serial No. 503877 with hard top, to PVFD for One Dollar and no cents (\$1.00) such other valuable consideration.
2. PVFD agrees to accept one (1) Duce 2.5 ton, 6x6 Military Truck, Serial No. 503877 with hard top, AS IS, and acknowledges that the County makes no warranties with respect to the fitness of Duce 2.5 ton, 6x6 Military Truck, Serial No. 503877 with hard top.
3. PVFD agrees that its sole remedy in any action regarding this intergovernmental agreement is Return of its purchase price. In any action regarding this agreement, each party shall bear its own attorneys fees and costs.
4. This Intergovernmental Agreement shall last until the Duce 2.5 ton, 6x6 Military Truck, Serial No. 503877 with hard top is transferred to PVFD, but the provisions of the agreement shall survive and govern any dispute between the parties.
5. Each party shall maintain a budget to comply with its obligations under this agreement.
6. The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this agreement.
7. Notices  
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pleasant Valley Fire District  
Attn: Mitch Skolnekovich  
P.O. Box 303  
Young, Arizona 85554

Gila County  
Attn: Don McDaniel, Jr.  
1400 E. Ash Street  
Globe, Arizona 85501

### GENERAL TERMS

1. Indemnification: The PVFD shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the PVFD, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
4. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

**IN WITNESS THEREOF**, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

#### GILA COUNTY

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

#### PLEASANT VALLEY FIRE DISTRICT

  
\_\_\_\_\_  
Mitch Skolnekovich  
Fire Chief

For M.S.

#### ATTEST

\_\_\_\_\_  
Marian Sheppard, Clerk of Board of Supervisors

#### APPROVED AS TO FORM

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
GILA COUNTY  
AND  
TONTA BASIN FIRE DISTRICT**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Gila County, through the Gila County Sheriff, hereinafter referred to as "County" and the Tonto Basin Fire District, hereinafter referred to as "TBFD" agree to the following.

**RECITALS**

**WHEREAS**, the Gila County Sheriff possesses a Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top which was acquired through the Federal Excess Property 1033 Program; and

**WHEREAS**, the Gila County Sheriff no longer has any need for a Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top; and

**WHEREAS**, the Governor appointed Arizona State Coordinator for the 1033 Program has authorized Gila County to dispose of a Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top; and

**WHEREAS**, TBFD Fire Chief, Steven Holt, desires to purchase one (1) of the Duce 2.5 ton, 6x6 Military Truck for One Dollar and no cents (\$1.00); and

**WHEREAS**, the Gila County Board of Supervisors has determined that TBFD'S use of the Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top, would help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

## SCOPE

It is the intent of the County pursuant to A.R.S. §11-251 to sell to TBFD, one Military Truck to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

**NOW, THEREFORE**, in consideration of the total sum of one dollar and no cents (\$1.00), the parties agree as follows:

1. Gila County agrees to sell one (1) Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top, to TBFD for One Dollar and no cents (\$1.00) such other valuable consideration.
2. TBFD agrees to accept one (1) Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top, AS IS, and acknowledges that the County makes no warranties with respect to the fitness of Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top.
3. TBFD agrees that its sole remedy in any action regarding this intergovernmental agreement is Return of its purchase price. In any action regarding this agreement, each party shall bear its own attorneys fees and costs.
4. This Intergovernmental Agreement shall last until the Duce 2.5 ton, 6x6 Military Truck, Serial No. 504425 with hard top is transferred to TBFD, but the provisions of the agreement shall survive and govern any dispute between the parties.
5. Each party shall maintain a budget to comply with its obligations under this agreement.
6. The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this agreement.
7. Notices  
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Tonto Basin Fire District  
Attn: Steven Holt  
P.O. Box 48  
Tonto Basin, Arizona 85553-0048

Gila County  
Attn: Don McDaniel, Jr.  
1400 E. Ash Street  
Globe, Arizona 85501

## GENERAL TERMS

1. Indemnification: The TBFD shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the TBFD, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
4. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

**IN WITNESS THEREOF**, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

### GILA COUNTY

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

### TONTO BASIN FIRE DISTRICT

  
\_\_\_\_\_  
Steven C. Holt  
Fire Chief

### ATTEST

\_\_\_\_\_  
Marian Sheppard, Clerk of Board of Supervisors

### APPROVED AS TO FORM

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney





*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.



Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-1864**

**2- D**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Steve Stratton, Public Works Division  
Director

Submitted By: Shannon  
Boyer,  
Executive  
Administrative  
Asst., Public  
Works Division

Department: Public Works Division

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Information

Request/Subject

Cobre Valley Regional Medical Center Salt River Project (SRP) Line Relocation  
Easement Request

Background Information

Cobre Valley Regional Medical Center (CVRMC) has plans for expansion to include wound care and cardiology, while also modernizing the existing 1967 medical facility to meet the new industry standards including private rooms.

Evaluation

As part of the expansion process, CVRMC is proposing to relocate the Salt River Project (SRP) electrical line to the edge of the hospital's property using option #3 on the attached drawing (green line), which is attachment number 4 to this agenda item.

Conclusion

In order to move forward with this relocation, CVRMC requires that Gila County grant SRP a 50' prior rights easement to maintain their line. This line relocation is on the critical path and SRP will not begin design for the line relocation until CVRMC provides them with a letter stating the County's intent to grant the easement.

Recommendation

Gila County Public Works recommends that the Gila County Board of Supervisors approve Public Works to move forward with a grant of easement to SRP with the following conditions: 1) Issuance of a floodplain permit by Gila County in accordance with the Gila County Floodplain Management Ordinance; 2) review and approval of the design of any structures or supports in the floodway; and 3) assurances that any structure or activity does not alter the current floodway boundaries.

The Consent to Use of Easement Agreement will be presented to the Board of Supervisors (BOS) for the Chairman's signature as a Consent Agenda item at a future BOS meeting.

Suggested Motion

Information/Discussion/Action authorizing Public Works to prepare a Consent to Use of Easement Agreement between Gila County and Salt River Project (SRP) in order to grant Salt River Project 25 feet of the easement desired for the power line relocation sought by Cobre Valley Regional Medical Center for their facility expansion with the following conditions: 1) Issuance of a floodplain permit by Gila County in accordance with the Gila County Floodplain Management Ordinance; 2) review and approval of the design of any structures or supports in the floodway; and 3) assurances that any structure or activity does not alter the current floodway boundaries. **(Steve Stratton)**

---

#### Attachments

Ltr from D. McDaniel to CVRMC

Consent Use of Easement Sample

CVRMC Site Plan

SRP 115kV Relocation Exhibit Option 3

HVE Form Sample

**Tommie C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 474-2029  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

**Michael A. Pastor, District II**  
(928) 402-8753  
[mpastor@gilacountyaz.gov](mailto:mpastor@gilacountyaz.gov)

**John D. Marcanti, District III**  
(928) 402-8726  
[jmarcanti@gilacountyaz.gov](mailto:jmarcanti@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**Don E. McDaniel, Jr.**  
**County Manager**  
(928) 402-4344  
[dmcdaniel@gilacountyaz.gov](mailto:dmcdaniel@gilacountyaz.gov)

**Marian Sheppard**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

May 16, 2013

Mr. Neal Jensen, Chief Executive Officer  
COBRE VALLEY REGIONAL MEDICAL CENTER  
5880 S. Hospital Drive  
Globe, AZ 85501

Dear Neal:

Thank you for meeting with me and County staff regarding the 50' power pole easement being sought by Salt River Project (SRP). This letter will serve as notice of my intention to recommend to the members of the Gila County Board of Supervisors that they grant SRP 25' of the easement desired which lies on property owned by Gila County. The easement must, however, be subject to the following conditions:

- Issuance of a Floodplain permit by Gila County in accordance with our ordinance
- Review and approval of the design of any structures or supports in the Floodway
- Assurances that any structure or activity does not alter the current Floodway boundaries

I am confident that all issues relevant to this easement have been addressed and that the members of the Board will accept my recommendation. If you have any questions regarding this matter, please feel free to contact me at (929) 402-4344.

Respectfully,

Don E. McDaniel, Jr.  
Gila County Manager

**When Recorded Return To:**

**AGENT'S NAME** – SRP Job # (New)

**Land Rights Management - PAB348**

**P. O. Box 52025**

**Phoenix, Arizona 85072-2025**

**CONSENT TO USE OF EASEMENT AGREEMENT**

**(Project name)**

**This Consent to Use of Easement Agreement (“Agreement”)** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona (“SRP”), and **(Owner’s name)** (“Owner”).

**RECITALS**

1. Owner is the legal owner of certain real property (“Owner’s Parcel”) located in Section \_\_\_\_, of Township \_\_\_\_\_, Range \_\_\_\_\_ of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also being a portion of \_\_\_\_\_ **(Add Lot description and MCR if applicable and available)**, more particularly described in Exhibit A, attached hereto and made a part hereof.
2. SRP has an existing easement (“Easement”) for (in part) existing and future electrical facilities over a portion of Owner’s Parcel as recorded in **(recording number of Owner's Parcel)** \_\_\_\_\_, which was conveyed to SRP in instrument number \_\_\_\_\_, **(easement recording number)** both in the official records of Maricopa County, Arizona. The portion of Owner’s Parcel encumbered by the Easement shall be referred to as the “Easement Property”.
3. Owner wishes to occupy and use certain areas of the Easement Property in a manner potentially inconsistent with or explicitly prohibited by the terms of the Easement.
4. SRP is willing to consent to Owner’s proposed occupancy and use of certain areas within the Easement Property upon the terms and conditions set forth in this Agreement.
5. It is the intent of Owner and SRP to record this Agreement and to bind future owners of the Easement Property to its terms and conditions.

**AGREEMENT**

In consideration of the mutual promises, undertakings, agreements, and other terms and conditions herein, the adequacy of which is hereby acknowledged by each party, the parties agree as follows:

## 1. SRP CONSENT TO USE OF EASEMENT PROPERTY.

- 1.1 SRP consents to the occupancy and use of the Easement Property for (add specific approved uses per Transmission Group) \_\_\_\_\_ and related improvements (“Owner’s Improvements”), as such were presented and described in final plans dated \_\_\_\_\_. **[On a case-by-case basis, consider attaching the plans if possible as Exhibit B.]**
- 1.2 SRP shall retain all rights granted to it by the terms of the Easement, and this Agreement shall in no way diminish any of those rights. SRP’s rights include, in part, the right to install, access, maintain, reconstruct, replace, remove, operate and use: a line or lines of poles, towers, or other supporting structures; conductors, cables, communication and signal lines; guys, anchorages, braces, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, and cables; and other appliances, appurtenances, and fixtures associated with the transmission and distribution of electricity and communication signals and other related purposes at such locations and elevations over, across, under, and upon the Easement Property or any part thereof as SRP may now or hereafter deem convenient or necessary.

## 2. CONDITIONS OF OWNER’S USE.

- 2.1 Other than Owner’s Improvements specifically consented to herein, Owner shall make no additional installations or improvements (or change the location of its installations or improvements) within or upon the Easement Property without first having received written approval from SRP’s Land Department of drawings and narrative showing the details and location of any and all such installations or improvements, which approval shall not be unreasonably withheld. Owner shall bear all costs of maintaining or replacing any trees, bushes or other landscaping located within, or encroaching in any way upon or above, the Easement Property, whether or not such trees, bushes or other landscaping are included within the Owner’s Improvements approved by SRP.
- 2.2 Any and all of Owner’s Improvements shall be located and constructed so as not to interfere with SRP’s use of or access to the SRP facilities located within the Easement Property. Furthermore, any and all of Owner’s below-ground facilities located within the Easement Property shall be designed and constructed to allow SRP’s heavy equipment to be driven and set up over any and all of the Easement Property without damage to Owner’s below-ground facilities. SRP requires that Owner’s below-ground facilities be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter.
- 2.3 Owner, at its sole cost, shall at all times maintain proper clearances between SRP’s energized electrical facilities and Owner’s Improvements, personnel and equipment

as required by the National Electrical Safety Code (NESC), Arizona law, Federal law (OSHA), and all other applicable rules, codes or regulations.

- 2.4 Owner acknowledges that it is aware of and understands the potential problems associated with the installation, use, and maintenance of Owner's Improvements near SRP's electric facilities, including, but not limited to, potential problems related to induced and/or transferred voltages and/or currents. Owner agrees and represents that it (and not SRP) shall be fully responsible for the effective mitigation of all such problems. Additionally, SRP reserves its rights under the Easement to modify existing, or construct future, electrical facilities, and SRP shall not be responsible for the effectiveness of Owner's mitigation system or for its continued effectiveness if and when SRP exercises such rights.
- 2.5 Any and all above-ground metal installed by Owner that is accessible to the public shall be properly grounded and coated with an effective insulating material. Owner shall periodically inspect and maintain said grounding and insulation.

### 3. RELOCATION OF OWNER'S IMPROVEMENTS.

- 3.1 Owner, at its cost, agrees to relocate, modify, or remove any of Owner's Improvements that, in SRP's sole discretion, unreasonably interfere with SRP's ability to use the Easement Property for the purposes described in the Easement. In such event, SRP shall provide written notification to Owner, and Owner shall respond promptly and exercise due diligence to complete such relocation, modification, or removal work within the time specified by SRP in its written notification. SRP will not arbitrarily or capriciously require relocation, modification, or removal by Owner.
- 3.2 In the event of an emergency or other situation in which the above written notification is not practical, SRP may relocate, modify, or remove any of Owner's Improvements that, in SRP's sole discretion, unreasonably interfere with SRP's ability to use the Easement Property for the purposes described in the Easement. SRP will not arbitrarily or capriciously relocate, modify, or remove Owner's Improvements.
- 3.3 SRP shall retain the right, but not the obligation, to trim, cut, and clear away any trees, bushes, cacti, or other landscaping located within or encroaching in any way upon or above the Easement Property, without prior written notification, whenever necessary (in SRP's reasonable discretion) for the convenient and safe exercise of its rights granted by the Easement.

### 4. INDEMNIFICATION AND RELEASE.

- 4.1 To the fullest extent not prohibited by law, Owner shall indemnify, defend, release, and hold harmless SRP, members of its governing bodies, and its employees ("SRP Indemnified Parties") for, from and against any claim, demand, lawsuit, or action of any kind for damages or loss (whether such damage or loss is to person or property) or any losses, damages, expenses, and liabilities for damages to property or injury or death

of any person, including but not limited to property or personnel of SRP and Owner, arising in whole or in part out of: (a) negligent, grossly negligent, or intentional acts or omissions of Owner, its agents, contractors, officers, directors, members, or employees ("Owner Indemnifying Parties"); (b) the Owner Indemnifying Parties' use or occupancy of the Easement Property as contemplated by this Agreement, including but not limited to claims by third parties who are invited or permitted onto the Easement Property, either expressly or impliedly, by Owner or by the nature of the Owner's Improvements; or (c) Owner's failure to comply with or fulfill its obligations established by this Agreement or by law. The obligation to indemnify shall extend to and encompass all costs incurred by the SRP Indemnified Parties in defending against claims, demands, lawsuits or actions, including but not limited to attorneys' and expert fees. Owner's obligation under this Section 4.1 shall not extend to claims, demands, lawsuits, or actions for liability caused by the sole exclusive negligence of the SRP Indemnified Parties.

4.2 Owner expressly agrees that SRP shall not be responsible for (and Owner shall and hereby does release SRP from) any loss or damage to Owner's Improvements that SRP may cause while exercising its rights granted by the Easement. SRP shall use reasonable care to avoid or minimize such damage.

4.3 The provisions of Sections 4.1 and 4.2 shall survive termination of this Agreement.

## 5. GENERAL TERMS AND CONDITIONS

5.1 SRP may revoke this Agreement upon Owner's failure to comply with its obligations hereunder. Prior to revocation, SRP shall provide Owner with prior written notice of default and a reasonable opportunity to cure.

5.2 The covenants and agreements in this Agreement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Owner and SRP and their respective successors (including successors in ownership and estate), assigns, and lessees.

5.3 This Agreement (including exhibits and Owner's final plans referred to in Section 1.1) constitutes the entire agreement between the parties about Owner's Improvements and Owner's use of the Easement Property, and no understandings or obligations not expressly stated or referenced in this Agreement shall be binding. No verbal agreements or conversations with any officer, agent, or employee of either party shall affect or modify any of the terms or obligations in this Agreement.

5.4 This Agreement may not be modified or any provision waived except by written agreement executed by both SRP and Owner. The waiver by either party of any breach or failure to provide full performance under any of the terms and conditions of this Agreement, or the failure of a party to exercise, or any delay in exercising, any rights or remedies provided herein or by law, or the failure of a party to notify the other properly in the event of a breach hereunder shall not be construed as a waiver of any other term or



condition herein, or of any subsequent or continuing breach of the same or any other term or condition.

- 5.5 Nothing in this Agreement is intended or shall be construed to confer upon or give any person or entity other than SRP and Owner (and their respective successors, assigns, and lessees) any right, remedy or claim under or by reason of this Agreement. All the terms, covenants and conditions of this Agreement shall be for the sole and exclusive benefit of SRP and Owner (and their respective successors, assigns, and lessees).
- 5.6 This Agreement shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Owner agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY.



**OWNER: (replace with current owner information)**

**PLAZA LEYENDA INVESTMENT, LP,  
an Arizona limited partnership**

By: Loan Tree Investments I, LLC,  
an Arizona limited liability company  
Its: General Partner

By: Canard Holdings, LLC,  
an Arizona limited liability company  
Its: Manager

By: \_\_\_\_\_  
Christopher N.G. Isherwood, Member, by  
Michael S. Gustafson, as attorney-in-fact

By: Sunset Holdings, L.L.C.,  
an Arizona limited liability company  
Its: Manager

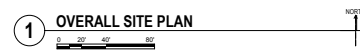
By: \_\_\_\_\_  
Michael S. Gustafson, Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) [Arizona] [entity type], and acknowledged that (s)he executed the foregoing instrument on behalf of the [entity type], for the purposes therein contained.

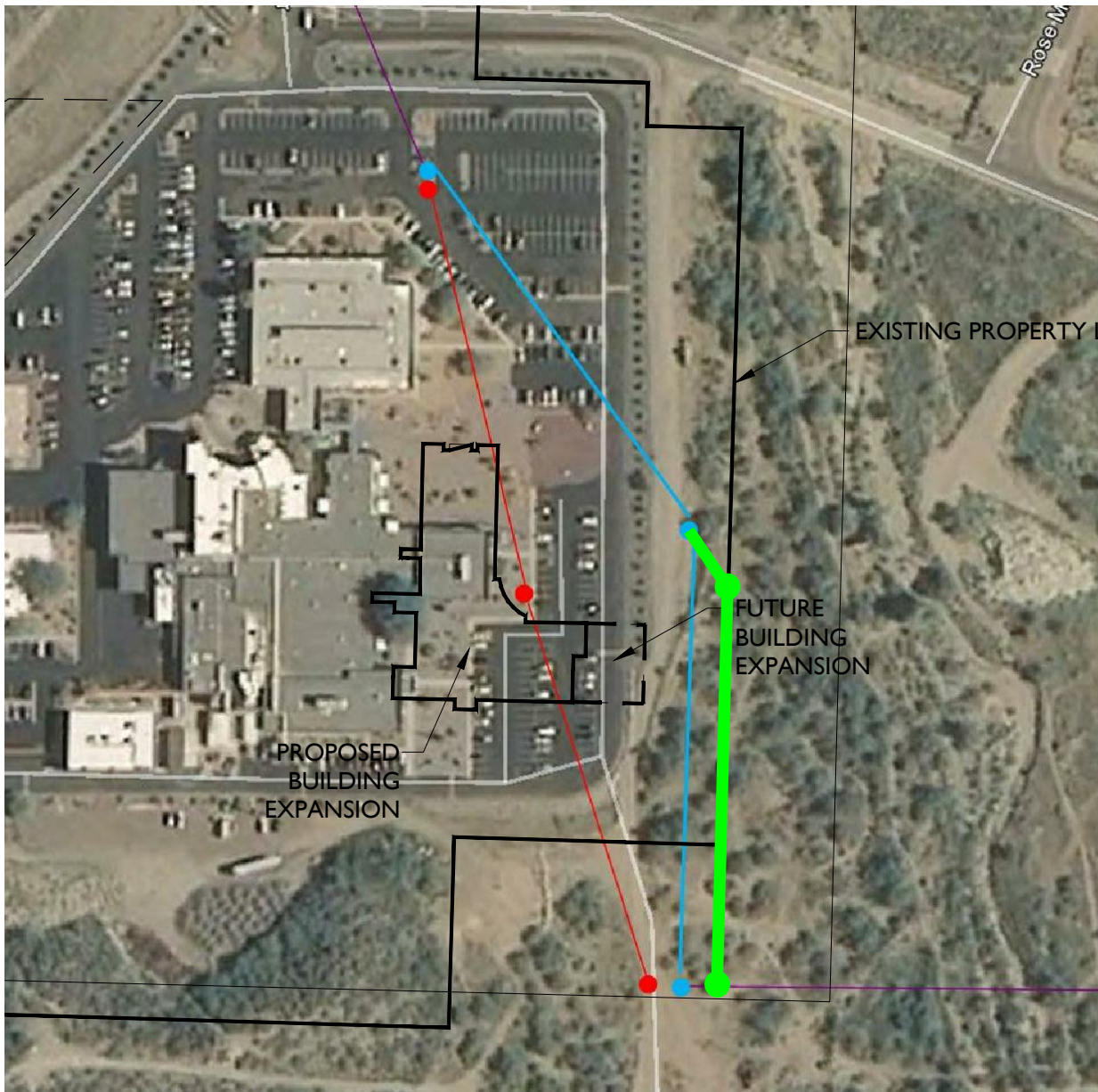
\_\_\_\_\_  
Notary Public

My Commission Expires:



SHEET NO.

**AS100**



115kV RE-ROUTE  
OPTION 1  
12-18-12

EXISTING PROPERTY LINE

FUTURE  
BUILDING  
EXPANSION

PROPOSED  
BUILDING  
EXPANSION

LEGEND  
BLUE: CONSTRUCT  
RED: REMOVE  
PURPLE: EXISTING



COBRE VALLEY RMC

115kV RELOCATION EXHIBIT  
OPTION 3

PM:	DBA	SCALE	SHEET
ENG:	DBA	NTS	1 OF 2

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350

PO Box 52025

Phoenix, Arizona 85072-2025

Page 1 of 3

---

***HIGH VOLTAGE EASEMENT***

---

Maricopa County

Parcel #

R/W #:

Agt:

Job #

W \_\_\_\_\_ C \_\_\_\_\_

\*

hereinafter called Grantor ("Grantor"), for and in consideration of the sum of One Dollar and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its employees, agents, contractors, co-owners, participants, licensees, and permittees, and its and their respective successors and assignees, whether in whole or in part (collectively, "Grantee"), a non-exclusive easement ("Easement") over, across, under, and upon the lands described below ("Easement Parcel") to construct, install, access, maintain, repair, reconstruct, replace, remove, and operate: a line or lines of poles, towers, or other supporting structures; conductors, cables, communication and signal lines; guys, anchorage, crossarms, braces, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, and cables; fiber optic, microwave, and antennae for communication or data transmission purposes; and other appliances, appurtenances, and fixtures associated with the transmission and distribution of electricity and communication signals and other related purposes (collectively, "Facilities"), at such locations and elevations over, across, under, and upon the Easement Parcel as Grantee may now or in the future deem convenient or necessary, together with the right of vehicular and pedestrian ingress and egress through and within the Easement Parcel and, at any intersection of the Easement Parcel and a public road or right of way, the unrestricted right of vehicular and pedestrian ingress and egress to and from the Easement Parcel.

The lands over, across, under, and upon which this Easement is granted are situated in the County of Pinal, State of Arizona, and are more particularly described as:

**Easement Parcel:**

**SEE ATTACHED EXHIBIT "A"**

**CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.**

Restricted Grantor Uses. Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, alter ground level by cut or fill, or allow the installation of utilities or private or public roadways within the limits of the Easement Parcel and its associated airspace.

Use Approval Procedures. Grantor may, with the prior written consent and in the sole discretion of Grantee, use (or permit third party use of) the Easement Parcel for specific purposes reviewed and approved in writing by Grantee. Any proposed or existing uses shall be submitted to Grantee for approval in each instance in Grantee's sole discretion. Any Grantee approval shall be documented in writing and shall be contingent upon such uses complying with Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any below-ground facilities located within the Easement Parcel must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Fences. Grantee, at its expense, may construct, modify, and maintain access openings, at such locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Parcel and may construct, maintain, and use gates in all existing walls and fences, provided that a multiple locking device accessible by both Grantor and Grantee shall be used on any locked gates. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as solely determined by Grantee. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall make provisions for a multiple locking device for both Grantor and Grantee.

Vegetation. Grantee shall have the right (but not the obligation) to trim, cut, and clear away trees, brush, or other vegetation on the Easement Parcel whenever necessary in its judgment for its use, operation, maintenance of, and access to the Facilities or for safety or reliability reasons.

Abandonment. If Grantee records a document to formally abandon the Easement, all Grantee's rights in the Easement shall cease, except the right to remove any and all Facilities placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

Running of Benefits and Burdens. The covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors (including successors in ownership and estate), assigns, and lessees.

IN WITNESS WHEREOF, \*, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\*

By \_\_\_\_\_

Its \_\_\_\_\_

State of Arizona        )  
                                      ) ss  
County of Maricopa    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_, of \*, on behalf of such corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public  
\_\_\_\_\_

\_\_\_\_\_  
(Notary Stamp/Seal)

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**



Exhibit A  
Legal Description for  
SRP High Voltage Easement

\*

**ARF-1872**

**Regular Agenda Item 2- E**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

<u>Submitted For:</u>	Steve Stratton, Public Works Division Director	<u>Submitted By:</u>	Dana Sgroi, Contracts Support Specialist, Finance Department
<u>Department:</u>	Public Works Division	<u>Division:</u>	Roads
<u>Fiscal Year:</u>	FY 2013-2014	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	03-20-13 to 03-19-14	<u>Grant?:</u>	No
<u>Begin &amp; End:</u>			
<u>Matching</u>	No	<u>Fund?:</u>	Renewal
<u>Requirement?:</u>			

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Information

Request/Subject

Amendment No. 2 to Contract 092111-2 for CRS-2 Chip Seal Oil with Cactus Transport, Inc.

Background Information

Effective March 20, 2012, Gila County and Cactus Transport, Inc. entered into a contract whereby Cactus Transport, Inc. agreed to provide CRS-2 chip seal oil to various locations in the County for road maintenance and repair. Contract term ends March 19, 2013.

On April 2, 2013, the Board of Supervisors authorized the Chairman's signature on Amendment No. 1 to Contract No. 092111-2 to extend the term of the contract from March 20, 2013, to March 19, 2014. As Gila County Procurement Policy does not allow for open end contracts, an amount of \$50,000 was attached to Amendment No. 1, with the stipulation that "in no event shall charges for the March 20, 2013, to March 19, 2014, extension exceed \$50,000 without prior written agreement of the County".

Evaluation

On April 2, 2013, the Board of Supervisors approved Amendment No. 1 to Contract No. 092111-2, to extend the term of the contract period for one year from March 20, 2013, to March 19, 2014. At that time, a dollar amount of \$50,000 was assigned to Amendment #1 as a contract total, subject to change upon written authorization from the County. Due to the fact that, at that time, the Roads Division had not then calculated a dollar amount for projects through March 19, 2014, the term of the contract, the \$50,000 amount was based loosely on the amount of money spent with Cactus Transport for the previous fiscal year.

The Roads Department has now calculated that approximately \$350,000 will be spent on CRS-2 chip seal oil for various road projects in both the Copper Region and the Timber Region of Gila County, from March 20, 2013, to March 19, 2014.

Amendment #2 will increase the contract amount by \$300,000, from \$50,000 to a new total contract amount of \$350,000.

Conclusion

By increasing the contract amount of Contract No. 092111-1 by an additional \$300,000, it will allow the Roads Department to purchase the necessary quantity of CRS-2 chip seal oil, for various road maintenance and repair projects planned by the Roads Department, for the term of the contract, from March 20, 2013, to March 19, 2014.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors approve Amendment No. 2 to Contract No. 092111-2 with Cactus Transport, Inc. for CRS-2 chip seal oil to increase the contract amount by an additional \$300,000 for a new total contract amount of \$350,000.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on Amendment No. 2 to Contract No. 092111-2 between Gila County and Cactus Transport, Inc. to increase the contract amount by \$300,000, for a new total contract amount of \$350,000, for the term of the contract, from March 20, 2013, to March 19, 2014; and to provide for the purchase of CRS-2 chip seal oil for County roads. **(Steve Stratton)**

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Attachments

Amendment No. 2

Amendment #1 to Contract 092111-2 with Cactus Transport, Inc.

Contract 092111-2 with Cactus Transport, Inc.

Legal Explanation



## **AMENDMENT NO. 2**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

### **CONTRACT 092111-2 CRS-2 CHIP SEAL OIL**

**Effective** March 20, 2012, Gila County and Cactus Transport, Inc. entered into a contract whereby Cactus Transport, Inc. agreed to provide CRS-2 Chip Seal Oil to various locations in Gila County for a twelve (12) month period. The contract terminates March 19, 2013. Per Section 3, Item 2, of the Contract, the County shall have the right, at its sole option, to renew the contract for two (2) one (1) year periods.

**Amendment No. 1** extended the contract term for a one (1) year period from March 20, 2013 to March 19, 2014, for an amount not to exceed \$50,000.00 without prior written agreement of the County.

The Gila County Road Department has arrived at a total tonnage of CRS-2 Chip Seal Oil that will be needed for projects they have planned through June 2014. This will require an increase in the contract amount.

**Amendment No. 2** will increase Contract 092111-2, by an additional Three Hundred Thousand and no/100's (\$300,000.00) for the contract term from March 20, 2013 to March 19, 2014, making a new contract amount of Three Hundred Fifty Thousand and no/100's (350,000.00) for the contract term from March 20, 2013 to March 19, 2014.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original Contract No. 092111-2, but in no event shall charges for the March 20, 2013 to March 19, 2014 extension exceed \$350,000.00 without prior written agreement of the County.

All terms, conditions and provisions of the original Contract No. 092111-2 shall remain the same and apply during the length of the renewal period from March 20, 2013 to March 19, 2014.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 22 day of May, 2013.

**GILA COUNTY:  
GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Michael A. Pastor, Chairman

**SUPPLIER:  
CACTUS TRANSPORT, INC.**

\_\_\_\_\_  
Suppliers Signature

Jason W. Hoffman  
Print Name

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney



### AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

**CONTRACT 092111-2  
CRS-2 CHIP SEAL OIL**

**Effective** March 20, 2012, Gila County and Cactus Transport, Inc. entered into a contract whereby Cactus Transport, Inc. agreed to provide CRS-2 Chip Seal Oil to various locations in Gila County for a twelve (12) month period. The contract terminates March 19, 2013. Per Section 3, Item 2, of the Contract, the County shall have the right, at its sole option, to renew the contract for two (2) one (1) year periods.

**Amendment No. 1** will allow the contract to be extended for a one (1) year period from March 20, 2013 to March 19, 2014.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original Contract No. 092111-2, but in no event shall charges for the March 20, 2013 to March 19, 2014 extension exceed \$50,000.00 without prior written agreement of the County.

All terms, conditions and provisions of the original Contract No. 092111-2 shall remain the same and apply during the length of the renewal period from March 20, 2013 to March 19, 2014.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 2<sup>nd</sup> day of April, 2013.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

  
Michael A. Pastor, Chairman

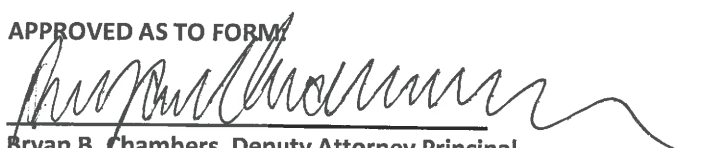
SUPPLIER:

CACTUS TRANSPORT, INC.

  
Suppliers Signature

Jason Hoffman  
Print Name

APPROVED AS TO FORM

  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

**GILA COUNTY  
NOTICE OF  
INVITATION FOR BID**



**SOLICITATION NUMBER  
092111-2  
CRS-2 CHIP SEAL OIL**

<b>Content</b>	<b>Page</b>
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions .....	5
Section 3: Special Terms & Conditions.....	10
Section 4: Instructions to Submitters.....	16
Contract Forms:.....	Attachments "A-I"



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street  
Globe, Arizona  
85501**

**SOLICITATION NUMBER**

**092111-2**

**BID DUE DATE:** February 9, 2012

**TIME:** 3:00 PM

**DESCRIPTION:** CRS-2 CHIP SEAL OIL

**PRE-BID CONFERENCE:** "Not Applicable"

**Bid Opening and Submittal Location:** Gila County Procurement  
Board Conference Room #257, 2<sup>nd</sup> Floor  
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: January 25 and February 1, 2012

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Public Works Division Consolidated Roads  
Type of Contract: Term  
Term of Contract: Twelve months with two one year renewal options  
Phone Number: 928-402-8612

Signed:

Handwritten signature of Tommie C. Martin in blue ink.  
Tommie C. Martin, Chairman, Board of Supervisors

Date:

1 / 24 / 12

Signed:

Handwritten signature of Bryan B. Chambers in blue ink.  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

Date:

1 / 24 / 12

**SOLICITATION NO. 092111-2****SECTION 1  
SPECIFICATIONS****1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of CRS-2 Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**2. Product Specifications**

<b>CRS-2 PRODUCT SPECIFICATIONS</b>			
<b>Test Description</b>	<b>Method (AASHTO)</b>	<b>Required Minimum</b>	<b>Required Maximum</b>
<b><u>Tests on Emulsion</u></b>			
Viscosity, Saybolt Furol @ 122°F, sec.	T-59	75	400
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Uncoated Particles, %	AZ 502	55	
Residue, % of emulsion by distillation	T-59	65	
<b><u>Tests on Residue from Distillation Test</u></b>			
Penetration @ 77°F, 100g / 5 sec, dmm	T-49	40	90

**3. Bituminous Material**

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

**4. Sampling and Testing**

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

**5. General Requirements**

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:



- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602)712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

6. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the

equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

**SOLICITATION NO. 092111-2****SECTION 2  
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all offers; or portions thereof; or
    3. Reissue a Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

Only other bidders who have submitted a bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**SOLICITATION NO. 092111-2****Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

**OFFERORS AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

**SOLICITATION NO. 092111-2****Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, because of Contractor default as explained in (A)(1) and (A)(2) in the previous paragraph, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

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3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Compensation and Method of Payment**

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

**Payment of Taxes**

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**IRS W-9 Form**

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

**Purchase Orders**

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

**SOLICITATION NO. 092111-2****Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

**Warranties**

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

**General**

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.



**SOLICITATION NO. 092111-2****SECTION 3  
SPECIAL TERMS AND CONDITIONS**

1. **Term of Contract**  
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.
2. **Contract Extension**  
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. **Changes**  
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. **Bid Evaluation**  
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. **Invoicing**  
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

**SOLICITATION NO. 092111-2****6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

**7. Quantities**

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

**8. Price Reduction**

A price adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

**9. Price Adjustment**

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

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the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

The Contractor certifies in signing the Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

**SAMPLES:** Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

**TESTING:** The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

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Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

**12. Warranty**

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

**13. Multiple Award**

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

**14. Vendor Registration**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

**15. Contract Administration**

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

**16. Indemnification**

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**17. Insurance Requirements**

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

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- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Purchasing Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Purchasing Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**SOLICITATION NO. 092111-2****SECTION 4  
INSTRUCTIONS TO SUBMITTERS**

**IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.**

**Preparation of Bid**

- A. Sealed Bids will be received by the County of Gila Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

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Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

**Inquires**

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

**Late Offers**

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

**Submittal Bid Format**

**It is requested that One (1) Original and One (1) copies (2 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.**

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.



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2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

**REQUIRED ATTACHMENTS:****Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

**Arizona State Transaction Privilege Tax License Number:** Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

**Qualification and Certification**

Complete and submit all information requested on Attachment "B".

**Price Sheet**

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

**References**

Complete and submit all information requested on Attachment "D".

**I.R.S. W-9**

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

**Non-Collusion Affidavit**

Complete and submit all information requested on Attachment "F".

**Intentions Concerning Subcontracting**

Complete and submit all information requested on Attachment "G".

**SOLICITATION NO. 092111-2****Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

**Checklist and Addenda Acknowledgment**

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

**Bid Submission**

- Offers shall be submitted in a sealed envelope, a *minimum of **Two (2) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with bid title "CRS-2 CHIP SEAL OIL", Bid Number, "092111-2", date, "February 9, 2012", and time, "3:00 PM" of bid opening shall be written on the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

## ATTACHMENT "A"



## OFFER AND CONTRACT AWARD

Gila County  
1400 E. Ash Street  
Globe, Arizona 85501  
(928)424-3236

## Board of Supervisors

Tommie C. Martin, District I  
Michael A. Pastor, District II  
Shirley L. Dawson, District III

SOLICITATION NO. 092111-2

## OFFER

## TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 07-215741 X

Federal Employer Identification

No.: 86-0363424

For clarification of this offer, contact:

Jason W. Hoffmann

Printed Name

Jwh@CactusTransport.com

Email Address

Jwh@CactusTransport.com

Company Email Address

Signature of Person Authorized to Sign Offer

Jason W. Hoffmann 2/1/12

Printed Name

Date

Operations Manager

Title

Cactus Transport, Inc.

Offeror's (Company) Name

8211 West Sherman Street

Address

Tolleson, AZ 85353

City

State

Zip

623-907-2800

Phone

623-907-2900

Facsimile

Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

## ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 092111-2

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Date: 3-20-12

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

## ATTACHMENT "B"

**QUALIFICATION & CERTIFICATION FORM**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 092111-2****Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award. The information may or may not be a determining factor in award.

**CRS-2 CHIP SEAL OIL**

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:  
Cactus Transport, Inc.  
8111 West Sherman Street  
Tolleson, AZ 85353
2. Had Contractor (under its present or any previous name) ever failed to complete a contract?  
       Yes   X   No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?        Yes   X   No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)?        Yes   X   No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating in Arizona:   .93    
 A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number: ROC# 179814

Signature of Authorized Representative

Jason W. Hoffman

Printed Name

operations Manager

Title

## ATTACHMENT "C"

## PRICE SHEET

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

SOLICITATION NO. 092111-2

CRS-2 Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County

Estimated Quantity: 150 Tons

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ <u>525.00</u>	\$ <u>32.00</u>	\$ <u>615.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>525.00</u>	\$ <u>32.00</u>	\$ <u>615.00</u>

21 Ton minimum per day

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>185.00</u>
Transport truck rental after two hours pumping time due to County delay.	\$ <u>95.00</u>
Amount each occurrence for product returned and disposed.	\$ <u>500.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: Arizona & City of: Globe  
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona  
☐ Out-of-State vendor without a presence in Arizona

Charles Transport, Inc.  
Company Name

[Signature]  
Company Representative

If payment is made within 10 days after receipt of goods or services, the above quoted price can  
be discounted by 1 %.

## ATTACHMENT "D"

## REFERENCES

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

SOLICITATION NO. 092111-2

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

## 1. Company:

Contact:

Phone:

Address:

Holly Asphalt

Mike McCuene

623-939 3311

20860 N Tatum Blvd, Suite 100  
Phoenix AZ 85050

## 2. Company:

Contact:

Phone:

Address:

Vulcan Materials

Ken Meeks

602-254-8465

2526 E University Dr. Phoenix, AZ 85034

## 3. Company:

Contact:

Phone:

Address:

Mesa Materials

Patty Southway

480-830-1521

P.O. Box 20040, Mesa, AZ 85277

Cactus Transport, Inc

Signature of Authorized Representative

Title

Operations Manager

## ATTACHMENT "E"

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return)

Cactus Transport, Inc

Business name, if different from above

Cactus Asphalt, A Division of Cactus Transport, Inc

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

811 West Sherman Street

Requester's name and address (optional)

City, state, and ZIP code

Tolleson, AZ 85353

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

86-0363424

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

J. R. Denney

Date ▶

2/7/12

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



ATTACHMENT "F"

**NON-COLLUSION AFFIDAVIT**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 092111-2**

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA )

COUNTY OF: Maricopa )ss

Jason W. Hoffman

(Affiant)

the Operations Manager

(Title)

of Cactus Transport, Inc

(Contractor)

and

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

Operations Manager

(Title)

Subscribed and sworn before me this

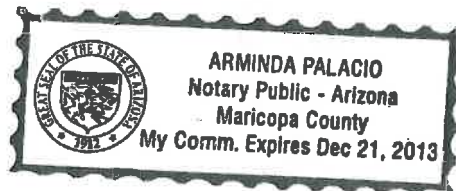
8<sup>th</sup> Day of February, 20 12

Arminda Palacio

Signature of Notary Public in and for

the County of Maricopa

State of Arizona





ATTACHMENT "G"

**INTENTIONS CONCERNING SUBCONTRACTING**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 092111-2**

At the time of submission of bids for Invitation for Bid No. 092111-2 CRS-2 Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☐ It is my intention to subcontract a portion of the work.

☒ It is not my intention to subcontract a portion of the work.

Cactus Transport Inc.  
Name of Firm  
[Signature]  
By: (Signature)  
Operations Manager  
Title

ATTACHMENT "H"

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 092111-2**

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

Gila County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
Signature of Authorized Representative

Jason W. Hoffman  
Printed Name

Operations Manager  
Title

## ATTACHMENT "I"

**CHECKLIST AND ADDENDA ACKNOWLEDGEMENT**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 092111-2**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:****REQUIRED DOCUMENT****COMPLETED / EXECUTED**

Offer & Contract Award (attachment A)  
Qualification & Certification Form (attachment B)  
Price Sheet (attachment C)  
References (attachment D)  
IRS W-9 Form (attachment E)  
Non-Collusion Affidavit (attachment F)  
Intentions Concerning Subcontractors (attachment G)  
Legal Arizona Works Act Compliance (attachment H)

✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>[Signature]</u>	_____	_____	_____	_____
Date	<u>2-6-12</u>	_____	_____	_____	_____

Signed and dated this 6 day of February, 20 12

Cactus Transport, Inc.  
CONTRACTOR:

BY: [Signature]

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 092111-2 CRS-2 Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before February 9, 2012, 3:00 pm.



## *GILA COUNTY ATTORNEY*

*Bradley D. Beauchamp*

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

### **Explanation of the Gila County Attorney's Office "Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

**ARF-1827**

**Regular Agenda Item 2- F**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Gloria Aguirre, Accountant Senior, Public Works Division

Department: Public Works Division

Division: Administration

Fiscal Year: FY 2013

Budgeted?: Yes

Contract Dates FY2013

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Approval of transfer of \$50,000 to cover additional costs associated with security of Gila County buildings.

Background Information

Building security was budgeted at \$200,000 for FY 2013. However, time estimates have been reduced which enables the security plan to be implemented faster than anticipated. The project for the Michaelson Building has been put on hold for this fiscal year. In order to cover the costs for the security projects this fiscal year 2013, this transfer from the Michaelson Remodel Project in Fund 1007 is an option.

Evaluation

Year to date expenses now total \$136,846 and an additional amount of \$27,180 in current purchase orders are expected to be expensed before June 30. The plan for approximately \$59,948 in security purchase orders for the security plan of both Globe and Payson buildings should be available before mid-June and will give the vendors time to accomplish this portion of work. The transfer of \$50,000 would ensure that the fund would not have a negative cash balance at June 30.

Conclusion

Additional funds will ensure that the security plan is implemented in a timely manner and the fund will not be at a deficit at 6-30-2013.

Recommendation

Approve an unbudgeted fund transfer of \$50,000 into Fund #1124-Superior & J.P. Courts Security from Fund #1007-Capital Improvements.

Suggested Motion

Information/Discussion/Action to approve an unbudgeted transfer into County Fund No. 1124-Superior and Justice of the Peace Courts Security in the amount of \$50,000 with a corresponding unbudgeted transfer out of Fund No. 1007-Capital Improvements. **(Steve Stratton)**

---

Attachments

Expense Detail



**Court Security Fund**  
**Detail General Ledger Report**  
From Date: 7/1/2012 - To Date: 5/20/2013

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number: 1124.201.140_4110.85 Operating supplies Safety supplies									\$0.00
4/9/2013	2013-00003215	JE	AP	A/P Invoice Entry	Accounts Payable		\$3,846.94		\$3,846.94
Project: FM_0101 - Facilities Maintained Gila County Buildings, Courthouse 1400 E. Ash St - Globe (Revenue)									
Invoice Number	Vendor			Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount
10082145	STANLEY CONVERGENT			Provide/install dual interface module,	3/27/2013	Check	253487	\$3,846.94	\$3,846.94
								Total:	\$3,846.94
Month Total: April 2013							\$3,846.94	\$0.00	\$3,846.94
Account Total: Operating supplies Safety supplies							\$3,846.94	\$0.00	\$3,846.94
G/L Account Number: 1124.201.140_4120.10 Equipment and Furniture Equipment under \$1000									\$0.00
11/27/2012	2013-00001727	JE	AP	A/P Invoice Entry	Accounts Payable		\$243.37		\$243.37
Invoice Number	Vendor			Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount
112612STRATTO	CREDIT CARD REVOLVING			KAYCEE STRATTON NOV STMT FOR	11/1/2012	Check	250811	\$833.42	\$243.37
								Total:	\$243.37
Month Total: November 2012							\$243.37	\$0.00	\$243.37
Account Total: Equipment and Furniture Equipment under \$1000							\$243.37	\$0.00	\$243.37
G/L Account Number: 1124.201.140_4140.40 Controlled Assets Machin & equip \$1000 to \$4999.99									\$0.00
9/24/2012	2013-00001051	JE	AP	A/P Invoice Entry	Accounts Payable		\$34,079.17		\$34,079.17
Invoice Number	Vendor			Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount
9403232	STANLEY CONVERGENT			Courthouse Security System Installation	7/19/2012	Check	249431	\$34,079.17	\$34,079.17
								Total:	\$34,079.17
Month Total: September 2012							\$34,079.17	\$0.00	\$34,079.17
Account Total: Controlled Assets Machin & equip \$1000 to \$4999.99							\$34,079.17	\$0.00	\$34,079.17
G/L Account Number: 1124.201.140_4210.41 Professional services Designing									\$0.00
8/21/2012	2013-00000702	JE	AP	A/P Invoice Entry	Accounts Payable		\$12,105.35		\$12,105.35
Project: 107SEC_01GL_01OFT - Court Security, Globe Facility, Operational Facilities Training (Revenue)									
Invoice Number	Vendor			Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount
WO033783	FIRST CHOICE AUTO GLASS			Security Window Installation Courthouse	6/29/2012	Check	248412	\$12,105.35	\$12,105.35
								Total:	\$12,105.35
Month Total: August 2012							\$12,105.35	\$0.00	\$12,105.35
9/18/2012	2013-00001002	JE	AP	A/P Invoice Entry	Accounts Payable		\$87,399.86		\$99,505.21
Project: 107SEC_01GL_01OFT - Court Security, Globe Facility, Operational Facilities Training (Revenue)									
Invoice Number	Vendor			Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount
76819820	TYCO INTEGRATED SECURITY			Courthouse Security Video Surveillance	7/27/2012	Check	249264	\$86,571.44	\$86,571.44
								Total:	\$86,571.44
9/18/2012	2013-00001002	JE	AP	A/P Invoice Entry	Accounts Payable			\$828.42	\$98,676.79
Project: 107SEC_01GL_01OFT - Court Security, Globe Facility, Operational Facilities Training (Revenue)									
Invoice Number	Vendor			Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount
76819820	TYCO INTEGRATED SECURITY			Courthouse Security Video Surveillance	7/27/2012	Check	249264	\$86,571.44	\$86,571.44
								Total:	\$86,571.44
Month Total: September 2012							\$87,399.86	\$828.42	\$98,676.79



From Date: 7/1/2012 - To Date: 5/20/2013

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
			Account Total:	Professional services Designing			\$99,505.21	\$828.42	\$98,676.79
			Program Total:	General Administration			\$137,674.69	\$828.42	
			Department Total:	Finance			\$137,674.69	\$828.42	
			Fund Total:	Superior & JP Crts Security			\$137,674.69	\$828.42	
			Grand Total:				\$137,674.69	\$828.42	

Additional Expenses Expected thru 6-30-2013

15 ea 1 button phones	Arcas	\$ 1,005.00
Software Support	Stanley Convergent Security	\$ 2,558.00
intercoms & siren card	Stanley Convergent Security	\$ 24,622.00
Payson key card access	Stanley Convergent Security	\$ 39,948.00
Camera's Globe&Payson	Stanley Convergent Security	\$ 30,000.00
	Sub-Total	\$ 98,133.00

Grand Total Expected by June 30-2013	\$234,979.27
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**ARF-1840**

**Regular Agenda Item 2- G**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Fiscal Year: FY 14/15

Budgeted?: Yes

Contract Dates June 4, 2013 through

Grant?: No

Begin & End: Dec. 31, 2015

Matching Yes

Fund?: New

Requirement?:

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Information

Request/Subject

Adoption of Resolution No. 13-06-01 for Agreement with the Central Federal Lands Highway Division of the Federal Highway Administration

Background Information

In 2011, the Tonto National Forest with County support submitted an application into the Forest Highway Program for bridges on the Houston Mesa and Control Road. The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA) administers the Forest Highway Program. At the same time ADOT submitted an application for a box culvert type bridge to be built on SR 288 (the road from Globe to Young). Both submittals were successful and CFLHD bundled the 4 bridges into one project and began design. The only requirement was that the County and the Arizona Department of Transportation (ADOT) take ownership and maintenance of the bridges when complete. This was acceptable to the County because we have easements on the Control Road and the Houston Mesa Road.

When the new highway transportation bill Moving Ahead for Progress in the 21st Century (MAP-21) was implemented, the Forest Highway Program was dismantled and became part of the Federal Lands Access Program (FLAP). All projects in FLAP require matching funds. This project requires a match in an amount not to exceed 5.75% of the total construction budget at the time of advertisement for the projects on Houston Mesa Road and Control Road.

Evaluation

Gila County holds easements on the Houston Mesa Road and the Control Road. The Houston Mesa Road serves several communities, private residences, forest use and recreation use in the area. This route is also a commuter route that carries a significant amount of traffic and year round usage is needed. There are two low water crossings on the route that interfere with the year round usage during peak storm events. The water carried in the low water crossings can force temporary closures of the route until the water level is low enough for safe travel across the low water crossings. This project will address those two remaining locations with a replacement structure appropriate for each location.

The Control Road recently had 7 bridges added to replace deficient structures on the route. That project was completed in the Spring of 2012 and was developed and constructed by FHWA through the Central Federal Lands Highway Division. There is one remaining structure (a low water crossing) that is adjacent to Tonto Village. The Control Road serves several communities, private residences, forest use and recreation use in the area. This route is also a commuter route that carries a significant amount of traffic and year round usage is needed. The scope of this project will identify a new alignment for the roadway and a new structure type to accommodate the flows along the channel to alleviate flooding of the area adjacent to the existing structure during significant storm events. This project calls for re-alignment of the existing roadway to a new structure downstream of Tonto Village. This also allows for an improved roadway tie into Johnson Blvd. which is the main access road to the Tonto Village. A severe skew angle at this location is not safe due to the limited sight distance to oncoming traffic. The new alignment will alleviate this problem and increase safety.

### Conclusion

It is in the best interest of the County to become a partner in this project with CFLHD and the Tonto National Forest to replace the three low water crossings with bridges and provide the required match for the project. The current engineer's cost estimate developed using 70% plan submittals is \$5,414,637. A 5.75% match is \$311,342. It's probable that as plans near completion there will be a slight increase in the engineer's estimate. The County's match requirement will come from the Gila County Half-Cent Transportation Excise Tax.

### Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board adopt Resolution No. 13-06-01.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-06-01 authorizing the Chairman to sign Project Agreement AZ FLAP64-1(3), 199-1(1) and 288-1(3) with the Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration to become a partner in a project with CFLHD and the Tonto National Forest to replace the three low water crossings with bridges and provide a match in an amount not to exceed 5.75% of the total construction budget at the time of advertisement for the project. **(Steve Sanders)**

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### Attachments

Resolution No. 13-06-01

Project Agreement

Legal Explanation



**RESOLUTION NO. 13-06-01**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS TO SIGN PROJECT AGREEMENT AZ FLAP64-1(3), 199-1(1) AND 288-1(3) WITH THE CENTRAL FEDERAL LANDS HIGHWAY DIVISION (CFLHD) OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA)**

**WHEREAS**, the Board of Supervisors of Gila County is authorized to approve the expenditure of funds to improve the roadways of the County; and,

**WHEREAS**, Gila County agrees to provide the local match for the project in accordance with Moving Ahead for Progress in the 21st Century (MAP-21) in an amount not to exceed 5.75% of the total construction budget at the time of advertisement for the projects on Houston Mesa Road and Control Road.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors authorizes its Chairman's signature on Project Agreement AZ FLAP64-1(3), 199-1(1) and 288-1(3) with the CFLHD of the FHWA.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of June 2013.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

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Marian Sheppard, Clerk

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Michael A. Pastor, Chairman

**Approved as to form:**

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Bryan Chambers  
Deputy Attorney Principal

**ARIZONA FOREST HIGHWAYS  
FH 12- REYNOLDS CREEK BRIDGE,  
FH 51 – CONTROL ROAD and  
FH 52 – HOUSTON MESA ROAD**

**PROJECT AGREEMENT**

AZ FLAP64-1(3), 199-1(1) and 288-1(3)

Date: April 29, 2013

This project agreement describes specific requirements to be fulfilled and duties to be performed by principal partners in order to produce the services and products described herein and agreed to below by their signatory representatives. The purpose of this project agreement is to identify and assign responsibilities for the environmental analysis, design, and construction required to deliver the final project using funds made available under the Forest Highway Program, and to ensure maintenance of the roadway for public use once improvements are made, in conformance with Title 23 CFR 660.105(d)(1) and 660.111(c)(1)&(4).

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Neil Bosworth, Forest Supervisor  
Tonto National Forest

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Date

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Michael A. Pastor, Chairman  
Gila County Board of Supervisors

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Date

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Marian Sheppard, Clerk  
Gila County Board of Supervisors

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Date

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Bryan Chambers, Deputy Attorney Principal  
Gila County Board of Supervisors

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Date

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Edward Martinez, Project Manager  
Federal Highway Administration (FHWA)  
Central Federal Lands Highway Division (CFLHD)

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Date

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Mike Davies – Director of Project Delivery  
Federal Highway Administration (FHWA)  
Central Federal Lands Highway Division (CFLHD)

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Date

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ADOT Signature Authority

### **PROJECT LOCATION:**

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with the Tonto National Forest (Tonto), Gila County Arizona, and the Arizona Department of Transportation (ADOT) are proposing improvements to three Arizona roadways in Gila County, Arizona. These locations are on SR 288 near Globe, Arizona; on CR 64 east of Payson, Arizona and on CR199 north of Payson, Arizona. These locations are identified in the location map below.

The SR 288 is under the jurisdiction of the Arizona Department of Transportation (ADOT) and runs north of Globe, Arizona and ending at SR 260 east of Payson. This project location will replace an outdated structure that crosses the Reynolds Creek at this location.

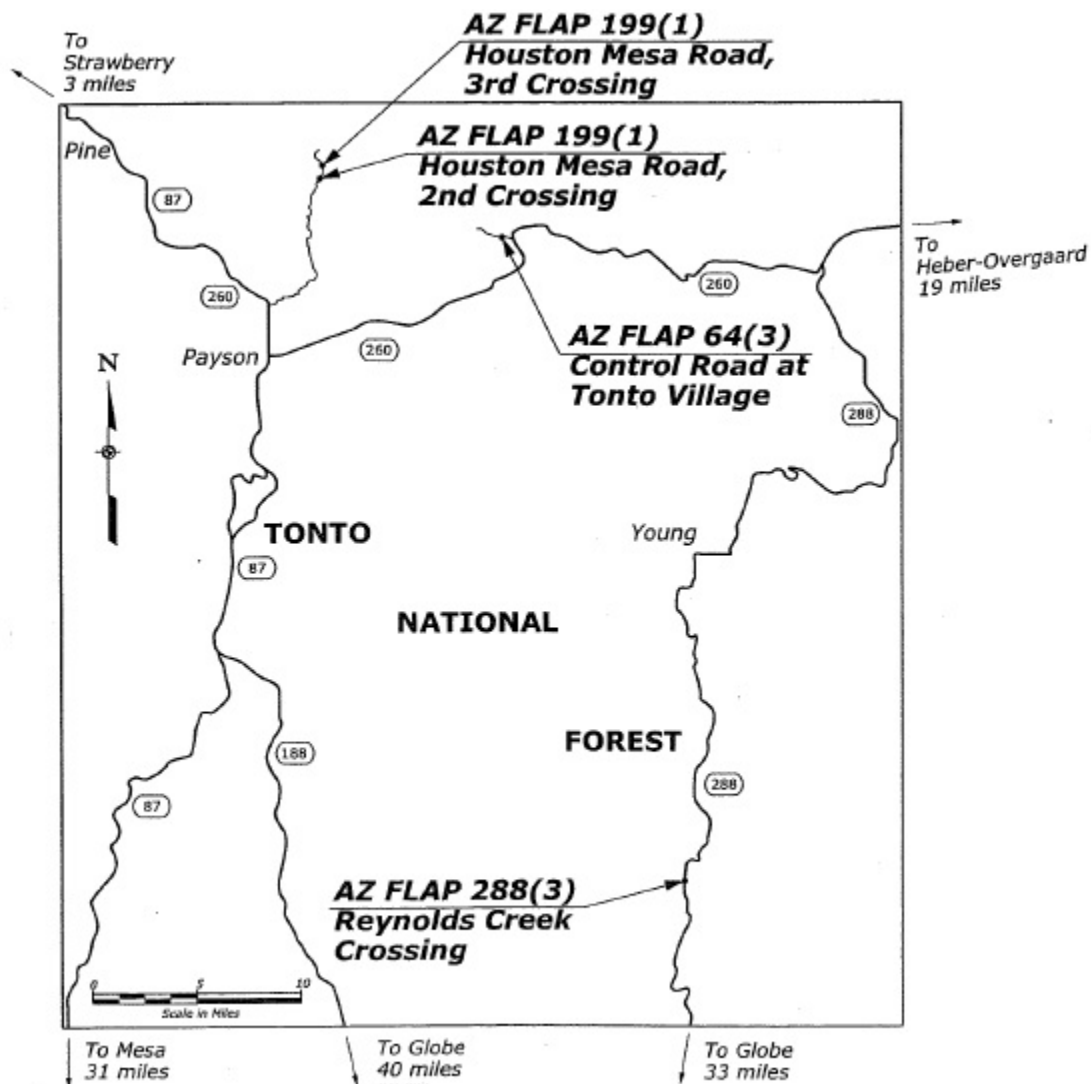
The CR 64 route is also commonly referred to as Control Road and runs from SR 87 on the north and ends on the south at SR 260. This is under the jurisdiction of Gila County and will replace a low water crossing structure adjacent to the Tonto Village.

The CR 199 route is commonly referred to as Houston Mesa Road and begins on SR 87 north of Payson and runs to a junction with CR 64 (Control Road). This route is under the jurisdiction of Gila County and will replace two low water crossings with new structures.

At the 2011 Arizona Forest Highway Tri-Agency meeting it was decided to program several new projects based on a recent call for projects that took place in Arizona. The applications for these locations included other work on the three routes for mainline roadway work, however, it was determined when putting the Arizona Forest Highway program together that the immediate need on all three of these routes was the replacement of the deteriorated and deteriorating structures that interrupted traffic periodically along these routes. Since the work was all structure work and in relatively close proximity to each other, the program funded four structure replacements only to initiate work on these routes and in alignment with the application requests that were received by the Tri-Agency. Since that time, the old Forest Highway Program was dismantled and replaced with the new MAP21-FLAP (Federal Lands Access Program). This project became a Legacy project into the new program and is fully supported by the new FLAP Program members.

The project scoping meeting and field review with the Tonto Forest, ADOT, FHWA and County representatives was held in mid February 2012. The group identified appropriate improvements that are detailed below.

**Project Location Map**



**PROJECT PURPOSE:**



This project was developed out of the Arizona “Call for Projects” that took place in the summer of 2011. The Arizona Forest Highway Program was lacking a fully developed program for the foreseeable future. The FHWA as the lead agency worked with the Arizona Department of Transportation (ADOT) and the U.S. Forest Service (FS) to develop a project call to fill the program. The three agencies (Tri Agency) worked together in reaching out to cities, counties and the Forest Service offices throughout Arizona to request applications for projects. This project was a result of three separate applications submitted through the Tri Agency from Gila County, ADOT and the FS. Those applications requested a far more extensive scope on these three routes but the common element in each application was a need for bridge replacement / low water crossing replacement and thus this project became whole with those elements only.

Since the most critical need on all these three applications was replacement of deficient low water crossings and structure, the FHWA worked with ADOT and the FS to pull the structure portions of these applications together to develop this combined project to replace those four structures on these routes. The purpose of this project is to bring these routes the necessary improvements to allow these routes to be full service year round facilities through the forest providing access for both forest usage and private property access.

### **OVERALL PROJECT SCOPE**

The scope of this project is as follows by route:

Reynolds Creek (SR 288) - This location is closer to Globe, Arizona and is on a year round traveled forest roadway that links SR 188 on the south to SR 260 on the north. There are many private properties along this route and there is Forest Service usage along the route including logging and recreational usages. The Reynolds Creek location consists of a series of small pipes under the roadway at a very large channel crossing. The existing area experiences flooding at various times. The project will evaluate the appropriate type and location of a replacement structure and will initially construct a detour through the area to carry existing traffic needs. The new structure will be along the same alignment as the existing structure and will include some channel improvements to realign and narrow the channel through the new structure. Roadway improvements will consist only of improvements to tie the new structure and roadway back into the existing alignment matching the existing roadway surface.

FH 51 – Control Road – This route recently had 7 bridges added to replace deficient structures on the route. That project was completed in the Spring of 2012 and was developed and constructed by FHWA through the Central Federal Lands Highway Division. There is one remaining structure (a low water crossing) that is adjacent to the Tonto Village along the southern end of this route. The overall route serves private and forest use and begins on the south at SR 260 east of Payson, Arizona. The northern end is at SR 87 north of Payson, Arizona. The Tonto Village consists of a small community of homes and businesses along this route and is in very close proximity to the existing low water crossing. The scope of this project will identify a new alignment for the roadway and a new structure type to accommodate the flows along the channel to alleviate flooding of the area adjacent to the existing structure during significant storm events. The initial scoping plan calls for a realignment of the roadway on the west side of the roadway to a new structure downstream of the Tonto Village. This also allows for an improved roadway tie in to Johnson Blvd. which is the main access road to the Tonto Village. A severe skew angle at this location is not safe due to the limited sight distance to oncoming traffic. A new alignment of Johnson Blvd. will alleviate this problem and increase safety.

CR 199 -Houston Mesa – This route intersects SR 87 north of Payson and runs northeast to eventually tie into Control Road on the north. The route serves several communities, private residences, forest use and recreation use in the area. This route is also a commuter route that carries a significant amount of traffic and a year round usage is needed. There are two low water crossing on the route that interfere with the year round usage during peak storm events. The water carried in the low water crossings can force temporary closures of the route until the water level is low enough for safe travel across the low water crossings. The county worked to replace on low water crossing in previous years but did not have the means to construct the remaining two needed. This project will address those two remaining locations with a replacement structure appropriate for each location.

### **PROJECT RESPONSIBILITIES:**

#### **Tonto National Forest**

##### **During Project Development, the FS will:**

1. Review and sign this Project Agreement.
2. Attend field reviews and meetings.
3. Review the plans and specifications at each phase of the design and provide project development support.
4. In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome.
5. Provide overall direction regarding FS policy and administration for the project and concur with the final plans and specifications.
6. Provide a fire plan for incorporation into the Special Contract Requirements.
7. Provide support to FHWA (respond to question regarding environmental issues), as requested, for the development of environmental documents.
8. If required, collaborate with FHWA, ADOT and Gila Counties to develop a Draft Highway Easement Deed. Issue a letter of consent prior to construction.
9. Provide a Special Use permit for any lands within the National Forest used for material sources, waste areas, or as staging areas for the contractor.
10. Develop a public information program in coordination with FHWA and Gila County.
11. Enter into a reimbursable agreement with FHWA for support costs above and beyond normal reviews and for technical support with NEPA studies.

##### **During Construction, the FS will:**

1. If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA, ADOT, Gila County, contractor, etc.).
2. Designate a representative who will be the primary contact for the FHWA's Construction staff.
3. Continue to update and implement the public information program.
4. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.

5. Attend final inspection with the FHWA, ADOT and Gila County upon completion of construction.

### **Gila County**

#### **During Project Development, Gila County:**

1. Review and sign this Project Agreement.
2. Attend reviews and meetings.
3. Provide available data on traffic, accidents, material sources, construction costs, and other technical information, which may be helpful to the project development.
4. Review the plans and specifications at each phase of the design and provide project development support.
5. Provide ROW and utility information and coordination.
6. Responsible for private property acquisition if necessary. *No property acquisition is anticipated.*
7. Responsible for utility relocations if necessary. *No utility conflicts are anticipated.*
8. Collaborate with FHWA and FS to collectively develop Highway Easement Deed Stipulations.
9. Provide information on any current anticipated projects along these routes and schedule updates on any projects planned. Discussion during scoping included a water line project anticipated along the Houston Mesa route, however, this applies to any projects anticipated along the three routes in the anticipated work areas.
10. Agree to provide the local match for the project per MAP 21 guidelines in Arizona at 5.75% of the total construction budget at the time of Advertisement for the projects on CR 64 and CR 199 on the Houston Mesa Road and Control Road. These funds will need to be in place for the project to be advertised.

#### **During Construction, Gila County will:**

1. If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FS, FHWA, contractor, etc.).
2. Designate a representative who will be the primary contact for FHWA's construction staff.
3. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
4. Attend a final inspection with the FHWA and FS upon completion of construction.

#### **After Construction, Gila County will:**

1. Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted.
2. Provide long-term maintenance and operation of FH 51 and FH 52 improvements.
3. Execute Highway Easement Deed with the assistance of FHWA.

### **ADOT**

#### **During Project Development, ADOT will:**

1. Review and sign this Project Agreement.
2. Attend reviews and meetings.

3. Provide available data on traffic, accidents, material sources, construction costs, and other technical information, which may be helpful to the project development.
4. Review the plans and specifications at each phase of the design and provide project development support.
5. Provide ROW and utility information and coordination.
6. Responsible for private property acquisition if necessary. *No property acquisition is anticipated.*
7. Responsible for utility relocations if necessary. *No utility conflicts are anticipated.*
8. Collaborate with FHWA, Gila County and FS to collectively develop Highway Easement Deed Stipulations.
9. Expedite any reviews and approvals necessary to complete the project in the allotted schedule planned for development of the project.
10. Agree to provide the local match for the project per MAP 21 guidelines in Arizona at 5.75% of the total construction budget at the time of Advertisement for the Reynolds Creek work on SR 288. These funds will need to be in place for the project to be advertised.

**During Construction, ADOT will:**

1. If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FS, ADOT, FHWA, contractor, etc.).
2. Designate a representative who will be the primary contact for FHWA's construction staff.
3. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
4. Attend a final inspection with the FHWA and FS upon completion of construction.

**After Construction, ADOT will:**

1. Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted.
2. Provide long-term maintenance and operation of FH 12 improvements.
3. Execute Highway Easement Deed with the assistance of FHWA.

**Federal Highway Administration, Central Federal Lands Highway Division**

**During Project Development, the FHWA will:**

1. Develop and sign this Project Agreement.
2. Manage project development schedule and preliminary engineering costs.
3. Perform pavement and geotechnical investigations.
4. Obtain all necessary permits.
5. Prepare the PS&E for the proposed project.
6. Prepare ROW plans for the Highway Easement Deed as necessary.
7. Advertise and award the contract. Bids will not be solicited by FHWA until the FS, ADOT and the County have concurred with the plans and specifications.
8. Collaborate with FS, ADOT and the County to Develop the Draft Highway Easement Deed.

9. Enter into a reimbursable agreement with the Forest Service for work effort above and beyond normal reviews and for Forest Service technical support for NEPA studies.

**During Construction, the FHWA will:**

1. Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract (FS, ADOT, Gila County and contractor, etc.).
2. Advertise and award project. Provide Project Engineer on site for construction administration.
3. Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E.
4. Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state maintenance work.
5. Verify adherence to environmental documents.
6. Attend final inspection with the FS and the Counties upon completion of construction.

**PROJECT TEAM MEMBERS:**

**Tonto National Forest**

Christine Crawford  
Acting Forest Engineer  
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**Gila County**

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Gila County Public Works  
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**Arizona Department of Transportation**

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**Central Federal Lands Highway Division**

12300 West Dakota Avenue  
Lakewood, CO 80228

Ed Martinez	Phone:	720-963-3731	Fax:
Project Manager	E-mail:	<a href="mailto:Edward.martinez@dot.gov">Edward.martinez@dot.gov</a>	

Sebastian Guzman	Phone:	720-963-3642	Fax:
Lead Designer	E-mail:	<a href="mailto:Sebastian.guzman@dot.gov">Sebastian.guzman@dot.gov</a>	

**PROJECT SCHEDULE:**

Task	Responsible Lead	Schedule		Description of Critical Elements
		Start	Finish	
Project Development Planning	FHWA	February 2012	April 2012	Project Development Plan
Environmental Compliance	FHWA	April 2012	April 2013	NEPA Documents Completed and Signoff
Preliminary Design	FHWA	April 2012	September 2012	Development of Design Study Report (30% Design)
Design Structure and Hydraulic Recommendations	FHWA	May 2012	November 2012	Perform site investigation and provide pavements recommendations
Geotechnical Investigations	FHWA	Summer 2012	Summer 2012	Perform site investigation and provide geotechnical recommendations
Intermediate Design	FHWA	November 2012	February 2013	Development of 70% PS&E's
Letter of Consent	FHWA	April 2013	April 2013	Obtain Letter of Consent from the FS
Final Design	FHWA	February 2013	June 2013	Development of final contract documents
Advertisement/Award/NTP	FHWA	August 2013	August 2013	Dependent on FH funding

**CONTRACTING AND PROCUREMENT:**

FHWA, as the contracting office, will review the available contracting options, and with the concurrence of the Forest Highway, utilize the most effective contracting method. Where possible, A+B (Cost + Time) will be used to determine the lowest bidder, and minimize disruption due to construction operations.

The Contract Special Provisions will make an offer to the contractor to enter into a partnering work session with all parties involved in the contract. In addition, the contractor will be encouraged to develop, prepare, and submit value engineering change proposals (VECPs) and share in any contract savings realized from accepted VECPs.

**ACCEPTABILITY AND CHANGES:**

Unless this agreement is modified in writing, it is expected that this project will be delivered within the stated scope, schedule, and budget. If changes are required, the responsible team member will escalate the change needs, with justification for the change, to the team leaders. The team leaders will assure that additional funds are available to accommodate the change. It is the responsibility of the project



development team to recognize when changes are needed and to make timely notification to management in order to avoid project delivery delays.

**ESCALATION MATRIX:**

CFLHD	FS	Gila County	ADOT
Project Development Team	Project Development Team		
Project Manager: Ed Martinez (FHWA Team Lead)	Acting Forest Engineer: Christine Crawford (Forest Engineer)	Preconstruction Engineer: Steve Sanders (County Lead)	Preconstruction Engineer: Wayne Grainger (Development Lead)
Director, Project Delivery: Michael Davies	Forest Supervisor: Neil Bosworth	County Manager	Matt Maul Development Engineer
Division Engineer: Ricardo Suarez	Project Liaison: Joel Mona		



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-1846**

**Regular Agenda Item 2- H**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Submitted For:** Steve Sanders, Public  
Works Division Deputy  
Director

**Submitted By:** Steve Sanders, Public Works Division  
Deputy Director, Public Works Division

**Department:** Public Works Division

**Division:** Engineering

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Information

Request/Subject

Resolution No. 13-06-02 to Accept Russell Road into the Gila County Maintained Roadway System

Background Information

Russell Road is located south of Globe in the Little Acres area and provides access to the Pinal Mountains and connects with Kellner Canyon Road. Approximately 4 miles of Russell Road is on the Tonto National Forest (TNF). The Road is known as Forest Road 55 in the TNF road system; Russell Road is currently listed as a maintained road in the Gila County Maintained Roadway System and is also listed in the maintenance agreement with the Tonto National Forest. A recent survey of the road found approximately 1000 feet of the road to cross private land. No formal dedication for that portion of the road can be found. Conversations with the owners of the property failed to turn up any evidence that prior dedications existed. The owners asked if they could deed the roadway to the County and it was agreed that was the best scenario for everyone involved.

Evaluation

Russell Road is important in the County roadway system. The road provides an alternate access route to residents living in the canyons south of Globe. If either Ice House Canyon Road or Six Shooter Canyon Road becomes impassable, Russell Road could be used and has been used as an alternate route to Highway 60. Russell Road is also a main route into the Pinal Mountain Recreation area.

Conclusion

It's in the best interest of the public that the County accept the dedication of this portion of Russell Road and continue to provide maintenance on the road.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors adopt Resolution No. 13-06-02.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-06-02 accepting Russell Road as described in fee numbers 2013-005085, 2013-005086, and 2013-005087, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System.

**(Steve Sanders)**

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Attachments

Resolution No. 13-06-02

Quit Claim Deed Fee No. 2013-005085

Quit Claim Deed Fee No. 2013-005086

Quit Claim Deed Fee No. 2013-005087

Map



**RESOLUTION NO. 13-06-02**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OFFICIALLY ACCEPTING ROADWAY DEEDS FOR RUSSELL ROAD AS DESCRIBED IN FEE NOS. 2013-005085, 2013-005086, AND 2013-005087 GILA COUNTY RECORDS, AS A PUBLIC ROAD AND TO BE MAINTAINED AS A PUBLIC ROADWAY IN THE GILA COUNTY MAINTAINED ROADWAY SYSTEM**

**WHEREAS**, in accordance with the provisions of A.R.S. §28-6705 the Gila County Board of Supervisors may spend public monies for maintenance of public roads other than highways; and,

**WHEREAS**, said Board of Supervisors acknowledges that this road was laid out, opened and constructed without cost to the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Gila County Board of Supervisors that Russell Road as described in Fee Nos. 2013-005085, 2013-005086, and 2013-005087 be maintained as a public roadway.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of June 2013.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

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Marian Sheppard, Clerk

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Michael A. Pastor, Chairman of the Board

**Approved as to form:**

---

Bryan Chambers  
Deputy Attorney Principal

When recorded return to:  
Gila County Engineering Department  
745 N. Rose Mofford Way  
Globe, Arizona 85501



# QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **CALVIN JAMES MIKEWORTH and DONNA JOELLEN MIKEWORTH, Husband and Wife** do hereby release, remise, and forever quitclaim unto **GILA COUNTY, a BODY POLITIC**, the Releasee(s), with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

**See Exhibit "C" attached and made part hereof**

**Exempt per A. R. S. section 11-1134 A-3**

Dated this 24th day of April 2013

*Calvin James Mikeworth*  
CALVIN JAMES MIKEWORTH

Donna J. Mikeworth  
DONNA JOELLEN MIKEWORTH

STATE OF (ARIZONA) ) ss.  
COUNTY OF (GILA)

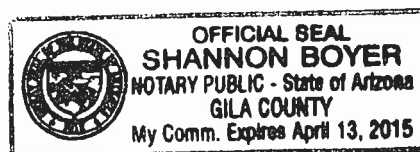
## ACKNOWLEDGMENT

On this 29th day of April, 2013, before me, the undersigned Notary Public, personally appeared **Calvin James Mikeworth and Donna Joellen Mikeworth**, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: 4-13-15

Shannon Bayer  
Notary Public





## **Exhibit C**

### **LEGAL DESCRIPTION**

(A portion of Parcel No.'s 102-20-001B and 102-20-001C)

**Gila County Public Works**

**April 1, 2013**

**Job No. GC2012-21 (Mikeworth to Gila County)**

**Page 1 of 2**

A strip of land located within the boundary of Homestead Entry Survey No. 113, situate in the Northeast Quarter of Section 17, Township 1 South, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Docket 367, Page 39, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:

Commencing at a 3" brass cap marking Corner No. 2 of said Homestead Entry Survey No. 113, from which a chiseled x on a large stone marking Corner No. 1 of said Homestead Entry Survey No. 113 bears North 63°24'15" West a distance of 655.15 feet;

THENCE North 63°24'15" West a distance of 210.76 feet along the northeasterly boundary line of said Homestead Entry Survey No. 113 to the TRUE POINT OF BEGINNING;

THENCE continuing North 63°24'15" West along said northeasterly boundary line, a distance of 41.12 feet;

THENCE South 41°34'06" West a distance of 55.49 feet;

THENCE South 46°11'48" West a distance of 88.23 feet to the beginning of a tangent curve to the right;

THENCE southwesterly 96.83 feet along said curve to the right, having a radius of 375.00 feet, a delta of 14°47'40" Right, a chord distance of 96.56 feet and a chord bearing of South 53°35'37" West;

THENCE South 60°59'27" West a distance of 111.78 feet to the beginning of a tangent curve to the left;



Gila County Public Works  
Job No. GC2012-21 (Mikeworth to Gila County)

April 1, 2013  
Page 2 of 2

THENCE southwesterly 135.21 feet along said curve to the left, having a radius of 240.00 feet, a delta of  $32^{\circ}16'46''$  Left, a chord distance of 133.43 feet and a chord bearing of  $\text{South } 44^{\circ}51'04''$  West;

THENCE South  $28^{\circ}42'42''$  West a distance of 182.82 feet;

THENCE South  $28^{\circ}13'08''$  West a distance of 43.00 feet;

THENCE South  $36^{\circ}04'02''$  East a distance of 39.22 feet;

THENCE North  $29^{\circ}33'19''$  East a distance of 176.95 feet;

THENCE North  $34^{\circ}30'15''$  East a distance of 57.96 feet;

THENCE North  $45^{\circ}29'18''$  East a distance of 22.02 feet;

THENCE North  $31^{\circ}44'43''$  East a distance of 18.64 feet to the beginning of a tangent curve to the right;

THENCE northeasterly 89.16 feet along said curve to the right, having a radius of 175.00 feet, a delta of  $29^{\circ}11'27''$  Right, a chord distance of 88.20 feet and a chord bearing of  $\text{North } 46^{\circ}20'27''$  East;

THENCE North  $60^{\circ}56'10''$  East a distance of 66.60 feet to the beginning of a tangent curve to the left;

THENCE northeasterly 295.27 feet along said curve to the left, having a radius of 725.00 feet, a delta of  $23^{\circ}20'04''$  Left, a chord distance of 293.23 feet and a chord bearing of  $\text{North } 49^{\circ}16'08''$  East;

THENCE North  $37^{\circ}36'06''$  East a distance of 3.37 feet to the POINT OF BEGINNING, having an area of 0.682 acres, more or less.

When recorded return to:  
Gila County Engineering Department  
745 N. Rose Mofford Way  
Globe, Arizona 85501



## QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **BRAD L. WHEATON and RACHEL D. WHEATON, Husband and Wife** do hereby release, remise, and forever quitclaim unto **GILA COUNTY, a BODY POLITIC**, the Releasee(s), with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "B" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this 9<sup>TH</sup> day of APRIL 2013

Brad L. Wheaton  
BRAD L. WHEATON

Rachel D. Wheaton  
RACHEL D. WHEATON

STATE OF (ARIZONA)  
) ss.  
COUNTY OF (GILA)

### ACKNOWLEDGMENT

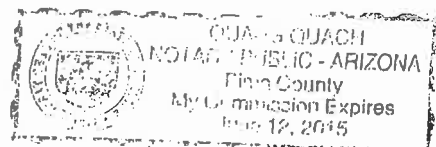
On this 9<sup>TH</sup> day of APRIL, 2013, before me, the undersigned Notary Public, personally appeared **Brad L. Wheaton and Rachel D. Wheaton**, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

06/12/2015

Notary Public





## **Exhibit B**

### **LEGAL DESCRIPTION** **(A portion of Parcel No. 102-20-002)**

**Gila County Public Works**  
**Job No. GC2012-21 (Wheaton to Gila County)**

**April 1, 2013**  
**Page 1 of 2**

**A strip of land located within the boundary of Homestead Entry Survey No. 113, situate in the Northeast Quarter of Section 17, Township 1 South, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Document Id No. 2003-018373, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:**

**Commencing at a 3" brass cap marking Corner No. 2 of said Homestead Entry Survey No. 113, from which a chiseled x on a large stone marking Corner No. 1 of said Homestead Entry Survey No. 113 bears North 63°24'15" West a distance of 655.15 feet;**

**THENCE South 53°19'47" West a distance of 947.00 feet along the southeasterly boundary line of said Homestead Entry Survey No. 113 to the TRUE POINT OF BEGINNING;**

**THENCE continuing South 53°19'47" West along said southeasterly boundary line, a distance of 58.67 feet;**

**THENCE North 80°03'08" West a distance of 20.22 feet;**

**THENCE North 31°14'16" East a distance of 237.35 feet;**

**THENCE South 36°04'02" East a distance of 39.22 feet;**

**THENCE South 29°33'19" West a distance of 160.59 feet to the POINT OF BEGINNING, having an area of 0.187 acres, more or less.**

**RESERVING THEREFROM a 20.00 feet wide utility easement across the previously described parcel of land, 10.00 feet on each side of the following described centerline:**



**Gila County Public Works  
Job No. GC2012-21 (Wheaton to Gila County)**

**April 1, 2013  
Page 2 of 2**

**Commencing at a 3" brass cap marking Corner No. 2 of said Homestead Entry Survey No. 113, from which a chiseled x on a large stone marking Corner No. 1 of said Homestead Entry Survey No. 113 bears North 63°24'15" West a distance of 655.15 feet;**

**THENCE South 53°19'47" West a distance of 800.72 feet along the southeasterly boundary line of said Homestead Entry Survey No. 113**

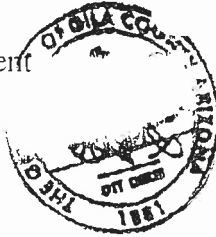
**THENCE North 36°04'02" West a distance of 64.74 feet;**

**THENCE South 29°33'19" West a distance of 75.64 feet to the TRUE POINT OF BEGINNING;**

**THENCE North 49°29'53" West a distance of 38.91 feet to the terminal point of this utility easement.**

**The sidelines of subject easement shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein.**

When recorded return to:  
Gila County Engineering Department  
745 N. Rose Mofford Way  
Globe, Arizona 85501



# QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **PAUL F. CORSO JR.**, does hereby release, remise, and forever quitclaim unto **GILA COUNTY, a BODY POLITIC**, the Releasee(s), with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

**See Exhibit "A" attached and made part hereof**

**Exempt per A. R. S. section 11-1134 A-3**

Dated this 11<sup>TH</sup> day of MARCH 2013

  
PAUL F. CORSO JR.

STATE OF (ARIZONA)  
COUNTY OF (GILA) ) ss.

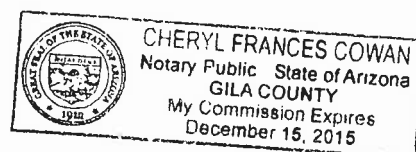
## ACKNOWLEDGMENT

On this 11<sup>TH</sup> day of March, 2013, before me, the undersigned Notary Public, personally appeared **Paul F. Corso Jr.**, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:  
DECEMBER 15, 2015

Cheryl Frances Irvine  
Notary Public





## **Exhibit A**

### **LEGAL DESCRIPTION** **(A portion of Parcel No. 102-20-003B)**

**Gila County Public Works**  
**Job No. GC2012-21 (Corso to Gila County)**

**April 1, 2013**  
**Page 1 of 1**

**A strip of land located within the boundary of Homestead Entry Survey No. 113, situate in the Northeast Quarter of Section 17, Township 1 South, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Document Id No. 2010-013193, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:**

**Commencing at a 3" brass cap marking Corner No. 2 of said Homestead Entry Survey No. 113, from which a chiseled x on a large stone marking Corner No. 1 of said Homestead Entry Survey No. 113 bears North 63°24'15" West a distance of 655.15 feet;**

**THENCE South 53°19'47" West a distance of 1005.67 feet along the southeasterly boundary line of said Homestead Entry Survey No. 113 to the TRUE POINT OF BEGINNING;**

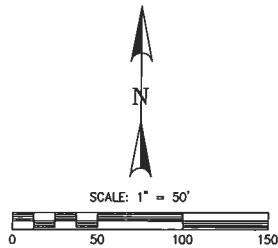
**THENCE continuing South 53°19'47" West along said southeasterly boundary line, a distance of 50.09 feet;**

**THENCE North 31°14'16" East a distance of 39.07 feet;**

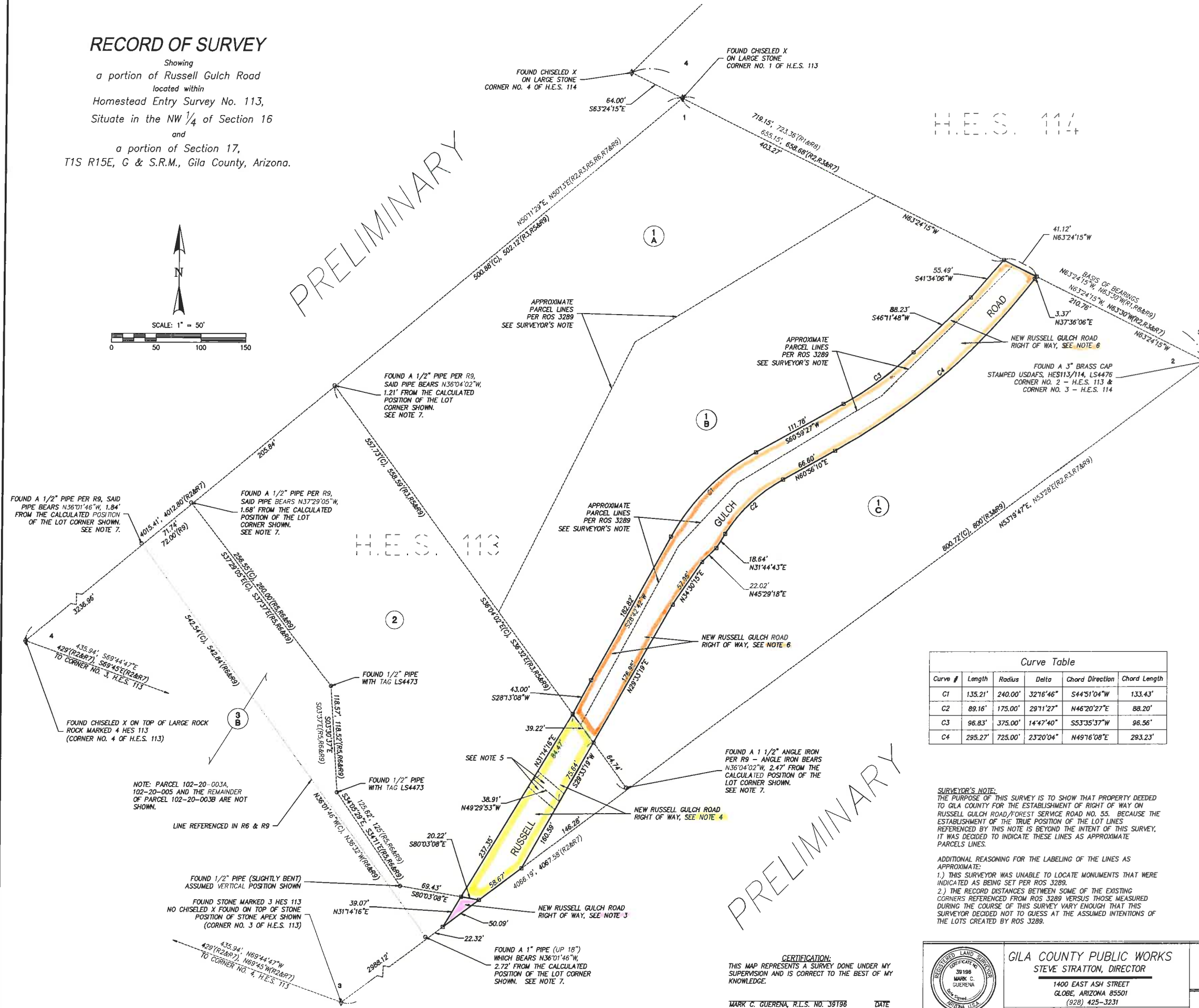
**THENCE South 80°03'08" East a distance of 20.22 feet to the POINT OF BEGINNING, having an area of 0.008 acres, more or less.**

# RECORD OF SURVEY

Showing  
a portion of Russell Gulch Road  
located within  
Homestead Entry Survey No. 113,  
Situate in the NW 1/4 of Section 16  
and  
a portion of Section 17,  
T1S R15E, G & S.R.M., Gila County, Arizona.



PRELIMINARY



STATE OF ARIZONA, COUNTY OF GILA,  
I DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED  
AND RECORDED AT THE REQUEST OF:  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
SURVEY MAP NO. \_\_\_\_\_, OFFICIAL RECORDS OF GILA COUNTY,  
ARIZONA. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR  
FIRST ABOVE WRITTEN.  
SABIE TOMERLIN, COUNTY RECORDER  
BY: \_\_\_\_\_

APPROVED TO RECORD  
DATE \_\_\_\_\_  
GILA COUNTY COMMUNITY DEVELOPMENT DIVISION  
SURVEYOR RESPONSIBLE FOR ACCURACY

- LEGEND
- ◆ = FOUND H.E.S. CORNER AS NOTED.
  - = FOUND MONUMENT AS NOTED.
  - = SET 1/2" REBAR WITH 2 1/2" ALUMINUM CAP STAMPED LS 39196, UNLESS OTHERWISE NOTED.
  - = CALCULATED POINT.
  - ▲ = SET WITNESS CORNER - ?????? STAMPED LS 39196 - V C
  - ② 11 B = TAX PARCEL NUMBER - TAX BOOK 102, PG 20
  - (R) = RECORD INFORMATION - RECORDS OF THE GILA COUNTY RECORDERS OFFICE, UNLESS OTHERWISE NOTED.
  - (R1) = PLAT MAP NO. 335
  - (R2) = PLAT MAP NO. 339
  - (R3) = RECORD OF SURVEY MAP NO. 3289
  - (R4) = AGREEMENT FOR SALE OF REAL ESTATE, DKT 367, PAGE 39
  - (R5) = WARRANTY DEED, FEE NO. 2003-018373
  - (R6) = WARRANTY DEED, FEE NO. 2010-013193
  - (R7) = HOMESTEAD ENTRY SURVEY NO. 113, BLM RECORDS.
  - (R8) = HOMESTEAD ENTRY SURVEY NO. 114, BLM RECORDS.
  - (R9) = UNRECORDED SURVEY BY CLIFFORD R. CLINE - LS 4473, ENVELOPE REF. CC-B, DATED APRIL OF 1967. THIS ENVELOPE IS ON FILE IN THE OFFICE OF THE GILA COUNTY ENGINEER (DRAWER 58001-61021).
  - (M) = MEASURED COURSES.
  - (C) = CALCULATED COURSES.
  - C1 = CURVE REFERENCE, SEE CURVE TABLE

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	135.21'	240.00'	32°16'46"	S44°51'04"W	133.43'
C2	89.16'	175.00'	29°11'27"	N46°20'27"E	88.20'
C3	96.83'	375.00'	14°47'40"	S53°35'37"W	96.56'
C4	295.27'	725.00'	23°20'04"	N49°16'08"E	293.23'

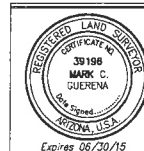
- NOTES:
- 1.) COURSES SHOWN BETWEEN MONUMENTS ARE MEASURED COURSES, UNLESS OTHERWISE NOTED. ALL OTHER COURSES SHOWN HEREIN ARE CALCULATED.
  - 2.) THIS MAP MAY NOT REFLECT INFORMATION THAT WOULD BE REVEALED BY A CURRENT TITLE REPORT.
  - 3.) PORTION OF TAX PARCEL NO. 102-20-003B (0.008 ACRES) DEEDED TO GILA COUNTY BY QUIT CLAIM DEED FROM PAUL F. CORSO JR., RECORDED IN FEE NO. ????, APPROVED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. ???, RECORDED IN FEE NO. ????
  - 4.) PORTION OF TAX PARCEL NO. 102-20-002 (0.187 ACRES) DEEDED TO GILA COUNTY BY QUIT CLAIM DEED FROM BRAD L. AND RACHEL D. WHEATON, RECORDED IN FEE NO. ????, APPROVED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. ???, RECORDED IN FEE NO. ????
  - 5.) A 20.00' WIDE UTILITY EASEMENT RESERVED BY THE GRANTORS BRAD L. AND RACHEL D. WHEATON, RECORDED IN FEE NO. ????
  - 6.) PORTION OF TAX PARCEL NO. 102-20-001B AND 102-20-001C (0.682 ACRES) DEEDED TO GILA COUNTY BY QUIT CLAIM DEED FROM CALVIN J. AND DONNA J. MIKEWORTH, RECORDED IN FEE NO. ????, APPROVED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. ???, RECORDED IN FEE NO. ????
  - 7.) FOUND MONUMENT NOTED WAS HELD FOR LINE ONLY FOR LOT LINE SHOWN. THE TRUE LOT LINE TERMINATES AT THE H.E.S. BOUNDARY.

**SURVEYOR'S NOTE:**  
THE PURPOSE OF THIS SURVEY IS TO SHOW THAT PROPERTY DEEDED TO GILA COUNTY FOR THE ESTABLISHMENT OF RIGHT OF WAY ON RUSSELL GULCH ROAD/FOREST SERVICE ROAD NO. 53. BECAUSE THE ESTABLISHMENT OF THE TRUE POSITION OF THE LOT LINES REFERENCED BY THIS NOTE IS BEYOND THE INTENT OF THIS SURVEY, IT WAS DECIDED TO INDICATE THESE LINES AS APPROXIMATE PARCELS LINES.

**ADDITIONAL REASONING FOR THE LABELING OF THE LINES AS APPROXIMATE:**  
1.) THIS SURVEYOR WAS UNABLE TO LOCATE MONUMENTS THAT WERE INDICATED AS BEING SET PER ROS 3289.  
2.) THE RECORD DISTANCES BETWEEN SOME OF THE EXISTING CORNERS REFERENCED FROM ROS 3289 VERSUS THOSE MEASURED DURING THE COURSE OF THIS SURVEY VARY ENOUGH THAT THIS SURVEYOR DECIDED NOT TO GUESS AT THE ASSUMED INTENTIONS OF THE LOTS CREATED BY ROS 3289.

**CERTIFICATION:**  
THIS MAP REPRESENTS A SURVEY DONE UNDER MY SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.

MARK C. GUERENA, R.L.S. NO. 39198 DATE \_\_\_\_\_



GILA COUNTY PUBLIC WORKS  
STEVE STRATTON, DIRECTOR

1400 EAST ASH STREET  
GLOBE, ARIZONA 85501  
(928) 425-3231

DATE: 03-26-13 SCALE: 1" = 50'

## RECORD OF SURVEY

GILA COUNTY

SHEET 1 OF 1

JOB No. GC2012-21

**ARF-1833**

**Regular Agenda Item 2- I**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Sharon Winters,  
Solid Waste  
Operations Manager

Submitted By: Shannon Coons, Fiscal Services  
Manager, Public Works Division

Department: Public Works Division Division: Recycling & Landfill Management

Fiscal Year: FY 2013 Budgeted?: Yes

Contract Dates FY2013 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Recycle /Landfill Expansion approval to create new fund

Background Information

In 2002, Gila County began preparing for the Russell Gulch Landfill expansion. The landfill has almost reached its capacity in the cells that were prepared in the early 1990s and now has to move toward the north cells. This area is used for office and storage facilities but soon will be covered by landfill waste. Saving for expansion of cells has been a long process and we are behind in our monetary projections. In order to see exactly where we are with the funds and separate the operations costs, we are asking permission to create another fund just for the landfill expansion.

Evaluation

The latest report shows we need a total of \$2.2 million dollars to pay for the Russell Gulch expansion. Our time frame is no more than 2 years, 2016 to begin to expand the landfill to use the new cells. Transferring the amount of \$1,600,000 from Fund 6850-Recycle Landfill Fund to a new fund to be known as Fund 6855-Russell Gulch Expansion Reserve will allow us to keep track of the expansion money more efficiently.

To obtain \$600,000 in 2 years, we are considering some options, one would be to increase our tipping fees or add a construction surcharge, or we could take out a loan. The current tipping fees are \$3.22 short from our 2003 rate plan to cover this expansion with gradual increases. The last time we increased the rate was July 2008 and in January 2010 we raised the minimum load rate to \$5.00. The landfill operation saves the County residents and businesses a lot of money and it is not subsidized by taxes. Every Gila County citizen benefits from having access to the landfills and we plan on maximizing its future to ensure that future residents are not paying the high price of shipping out the waste to another county. We will make a recommendation to the Board of Supervisors in the next meeting.

Conclusion





Moving the landfill expansion money into its own fund will help us determine how much more we will need and also keep it from being used elsewhere. We will dedicate a minimum of 48% of the net revenue and expense from operations Fund 6850 to build the Russell Gulch Expansion Reserve Fund. The Gila County Recycle/Landfill team is dedicated to keeping the expenses at a minimum while protecting the future of the landfills and offering the lowest cost to its customers.

#### Recommendation

The Recycle/Landfill Department Manager recommends approval for creating a new accounting fund to be known as Fund 6855-Russell Gulch Expansion Reserve.

#### Suggested Motion

Information/Discussion/Action to approve the creation of a new accounting fund to be called Fund 6855-Russell Gulch Expansion Reserve, and to authorize the transfer of \$1,600,000 of funds from Fund 6850-Recycle Landfill Fund into Fund 6855.

**(Sharon Winters)**

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**ARF-1867**

**Regular Agenda Item 2- J**

**Regular BOS Meeting**

**Meeting**

**Date:** 06/04/2013

Submitted By: Marian Sheppard, Clerk, BOS,  
Clerk of the Board of  
Supervisors

Department: Clerk of the Board of Supervisors

---

Information

Request/Subject

A sealed bid submitted for the purchase of Assessor's tax parcel number 206-21-104-A

Background Information

On July 8, 2003, the Board of Supervisors adopted Resolution No. 03-06-07, which established a policy regarding sales of real property tax deeded to the State of Arizona. Any parcels of land not sold at the Supervisors' annual property tax sale for the year in which the property was deeded to the State of Arizona is added to the County's "Back Tax Land List." This list of available properties is advertised on the County's website for purchase through the County's sealed bid process. Anyone may submit a sealed bid to the Clerk of the Board of Supervisors Department. The parcel information will be reviewed by the Clerk, Assessor and Treasurer and ultimately placed on a Board of Supervisors' meeting agenda at which time the sealed bid envelope will be opened during a public meeting. The Board will then accept or deny the bid. If the bid is accepted, the successful bidder must submit payment to the Clerk of the Board of Supervisors Department within 48 hours of being notified of the winning bid. A quit claim deed will then be issued to the successful bidder transferring ownership of the property.

Evaluation

It is in the County's best interest to make every attempt to sell these parcels of land which have been deeded to the State of Arizona in order to get the parcels back on the County tax rolls and to relieve the County of the administrative oversight for each parcel of land.

The subject parcel of land is located at 737 W. Smith Street in Miami, and it has an older home upon the lot, which appears to be occupied. The County Treasurer deeded this property to the State of Arizona in 2011. The total tax lien amount is \$2,348.65.

Conclusion

It is in the County's best interest for the Board of Supervisors to consider the offer for this parcel of State-owned land.

Recommendation

It is recommended that the Board of Supervisors consider the offer for the purchase of this property.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-21-104-A. **(Marian Sheppard)**

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Attachments

Sealed Bid for 206-21-104-A

Information on 206-21-104-A

# BID TO PURCHASE LANDS HELD BY THE STATE UNDER TAX DEED

GENERAL INFORMATION		
DATE OF PROPOSAL	5-13-2013	
BIDDER NAME	Shelby Burback	
BIDDER MAILING ADDRESS	390 E. Springdale Drive Star Valley AZ 85541	
PHONE NUMBER	920-951-4069	
TAX PARCEL NUMBER	206-21-104A	
GENERAL LOCATION	737 W. Smith St. Miami	
<b>NAME(S) TO BE PLACED ON DEED &amp; MARITAL STATUS</b> (Disclaimer must be filled out by husband & wife if person is married and wants in one name only.) Shelby Lee Burback, a single man		
SEALED ENVELOPE CONTAINING BID OFFER	Initials of person presenting envelope to Deputy Clerk: <i>[Signature]</i>	Initials of Deputy Clerk receiving bid offer envelope: <i>MS</i>
<b>IF PLACING A BID THAT IS LESS THAN THE TOTAL LIEN AMOUNT: DOCUMENTATION MUST BE ATTACHED TO THIS FORM SHOWING OWNERSHIP OF ADJOINING PROPERTY.</b>		
<b>TREASURER'S REPORT</b>		
FORM RECEIVED AT TREASURER'S OFFICE - DATE: 5-13-13 Initials: <i>MX</i>		
TAXES DUE		
INTEREST/PENALTIES		
PUBLICATION FEES		
RECORDING FEES		
TOTAL DUE	2298.65	
<b>ASSESSOR'S REPORT</b>		
FORM RECEIVED AT ASSESSOR'S OFFICE - DATE: Initials:		
<b>PLEASE ATTACH PROPERTY STATUS INQUIRY REPORT</b>		
REVIEWED BY: <i>Judy Esten</i> 5/13/13		
<b>BOARD OF SUPERVISORS ACTION</b>		
APPROVED	REJECTED	OTHER
DATE OF SALE	AMOUNT DUE (Cash, Cashier's Check or Money Order only)	
<b>WITHIN 48 HOURS OF SALE, PAYMENT MUST BE SUBMITTED TO THE CHIEF DEPUTY CLERK OF THE BOARD - PAYABLE TO THE GILA COUNTY TREASURER</b>		
DATE PAYMENT RECEIVED	AMOUNT	

I HAVE READ AND UNDERSTAND THIS PROCESS.

Date: 5/13/2013

Signature: *Shelby Burback*

# PART OF BACK TAX LAND LIST

206-10-068B	2007	MCCAN, BERNARD E. & RUBY	LOT 2, BLOCK 13, EAST MIAMI TOWNSITE, ACCORDING TO MAP NO. 49, RECORDS OF GILA COUNTY, ARIZONA <b>(LOCATED ON THE SIDE OF A HILL IN MIAMI.)</b>	\$632.82
206-18-059	2005	THOMAS W. MORGAN	RED SPRINGS ADD W2 LOT 626 BLOCK 37 <b>(BETWEEN BROOKS AVENUE AND NASH AVENUE, RED SPRINGS ADDITION. LOCATED IN MIAMI TOWN LIMITS.)</b>	\$862.79
206-18-063	2003	PEZICH, JACK	RED SPRINGS ADD LOT 634 BLOCK 37 <b>(A HILLSIDE OFF BROOKS AVENUE IN MIAMI)</b>	\$368.23
206-19-502	2011	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS ONLY ON 206-19-201. <b>(THIS PARCEL LIES ABOVE 212 S. PROSPECT AVENUE, MIAMI.)</b>	\$1,632.72
206-21-015	2012	HERNANDEZ, ANGIE A/K/A/ GAMEZ, ANGIE	POR LOT 830, BLK 2, LIVE OAK ADDITION, PLAT 37, BEG AT NW COR LOT 830; TH N44°33'E, 35.0'; TH NWLY, 44.0'; TH S 44°33'W, 35.0'; TH SELY, 44.0' TO POB SE SW SEC 30 T1N R15E =0.04 AC. <b>(A DILAPIDATED HOUSE AT 802 W. MERRITT STREET, MIAMI)</b>	\$2,300.65
206-21-068-A	2012	CHANNEL, MARK SHANE & DEBRA LYNN	LOT 904 & PT LOT 906 IN BLK 9 LIVE OAK ADDITION TO THE ORIG TWNST OF MIAMI, PLAT 37, BEG SE COR LT 94; TH S 44°33' W 66.67'; TH N 45°27' W 85.59'; TH N 0°10'34" W, 6.29'; TH N 44°33' E, 62.19'; TH S 45°27' E, 90' POB SE¼ SW¼ SEC 30 T1N R15E=0.14 AC. <b>(A DILAPIDATED HOUSE AND CARPORT AT 850 W. SMITH STREET, MIAMI)</b>	\$2,659.79
206-21-104-A	2011	CAPPS, JERALD O. & PATRICIAANN T. C/O MITCH CAPPS	THE N 50FT OF LOT 717 BLK 13 LIVE OAK ADDITION AS MEASURED FROM SOUTH LN OF SMITH STREET OUT OF 206-21-104 <b>(737 W SMITH STREET, MIAMI. HOUSE ON PARCEL IS CURRENTLY OCCUPIED.)</b>	\$2,348.65
206-21-123	1988	FLETCHER, HAROLD G. & ANNA V.	INDIAN HILL ADDITION, LOT A, BLOCK 1. (DOCKET 744 - PAGE 365)	\$121.07
206-21-140B	1991	UNKNOWN OWNER	INDIAN HILL ADDITION, BLOCK 4, LOT 2; BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 4; THENCE NORTHEASTERLY 36.18 FEET; THENCE SOUTHEASTERLY 65 FEET; THENCE NORTHWESTERLY 80.36 FEET TO POINT OF BEGINNING OUT OF 206-21-140. (DOCKET 837 - PAGE 452)	\$409.96
206-21-515	2011	OCCIDENTAL MINERALS	SUBSURFACE RIGHTS BELOW 40' LINE OAK ADDITION LOT	\$2,139.83

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

2011-007412 TD Page: 1 of 1  
07/05/2011 08:33:11 AM Receipt #: 11-3562  
Rec Fee: \$0 Gila Co Treasurers Office  
Gila County, Az, Sadie Tomerlin Dalton, Recorder

TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

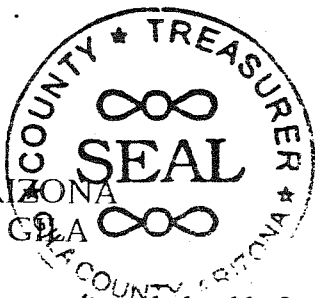
WHEREAS, on the 30TH day of MARCH, 2011 notice according to law was published in the ARIZONA SILVERBELT, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 5TH day of JULY, 2011, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER: 206-21-104-A

DESCRIBED AS: THE N 50FT OF LOT 717 BLK 13 LIVE OAK ADDITION AS MEASURED FROM SOUTH LN OF SMITH STREET OUT OF 206-21-104

IN WITNESS WHEREOF, I, DEBORA SAVAGE, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 5TH day of JULY, 2011.



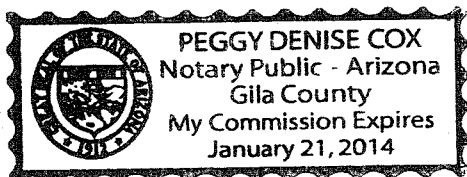
*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this 5TH day of JULY, 2011 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

*Peggy Denise Cox*  
Notary Public

My Commission Expires: 1-21-2014



Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

CAPPS JERALD O & PATRICIANN T  
C/O MITCH CAPPS  
1057 W LIVE OAK ST  
MIAMI AZ 85539

THE N 50FT OF LOT 717 BLK 13 LIVE OAK ADDITION AS  
MEASURED FROM SOUTH LN OF SMITH STREET OUT OF  
206-21-104

**Parcel ID: 206-21-104-A**

**Figures below based on 07/05/2011**

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8478	Tax	\$193.42	\$0.00	\$0.00	\$15.48	\$0.00	\$208.90
2009	8598	CP State Iss	\$188.86	\$188.86	\$19.44	\$45.33	\$0.00	\$253.63
2008	9067	CP State Iss	\$194.90	\$194.90	\$19.75	\$76.66	\$0.00	\$291.31
2007	8663	CP State Iss	\$182.16	\$182.16	\$19.11	\$102.01	\$0.00	\$303.28
2006	8549	CP State Iss	\$186.32	\$186.32	\$19.32	\$134.15	\$0.00	\$339.79
2005	8447	CP State Iss	\$169.14	\$169.14	\$18.46	\$148.84	\$0.00	\$336.44
2004	8411	CP State Iss	\$170.00	\$170.00	\$18.50	\$176.80	\$0.00	\$365.30
2003	8372	Tax	\$195.78	\$0.00	\$0.00	\$10.44	\$206.22	\$0.00
2002	8275	Tax	\$177.44	\$0.00	\$0.00	\$0.00	\$177.44	\$0.00
2001	8250	Tax	\$177.38	\$0.00	\$0.00	\$2.36	\$179.74	\$0.00
2000	8175	Tax	\$163.64	\$0.00	\$0.00	\$4.36	\$168.00	\$0.00
1999	8114	Tax	\$149.00	\$0.00	\$0.00	\$0.99	\$149.99	\$0.00
1998	7967	Tax	\$146.78	\$0.00	\$0.00	\$0.00	\$146.78	\$0.00
1997	7775	Tax	\$164.48	\$0.00	\$0.00	\$0.00	\$164.48	\$0.00
1996	7594	Tax	\$127.44	\$0.00	\$0.00	\$0.00	\$127.44	\$0.00
1995	7471	Tax	\$122.88	\$0.00	\$0.00	\$3.28	\$126.16	\$0.00
			\$2,709.62	\$1,091.38	\$114.58	\$720.70	\$1,446.25	\$2,098.65

House

Clerk's Admin Fee

+ 200

2298.65

→ 50.00

\$2348.65



PT SE 1/4 SW 1/4 SECTION 30  
T1N R15E

SEE MAP 206-20

SEE MAP 206-19

206-21  
1 of 4  
CODE 4030  
UPDATED 9-19-06

SEE MAP 206-23

4 of 4

INDIAN HILL ADDITION  
(TO THE ORIGINAL  
TOWNSITE OF MIAMI)  
Gila County Recorded  
Plat 41

SEE MAP 206-21 2 of 4

HIGH SCHOOL ADDITION  
(TO THE ORIGINAL  
TOWNSITE OF MIAMI)  
Gila County Recorded  
Plat 55

LIVE OAK ADDITION  
(TO THE ORIGINAL  
TOWNSITE OF MIAMI)  
Gila County  
Recorded Plat 37

SEE MAP 206-21 3 of 4

SCALE = 1" = 50'  
(C) = CALCULATED  
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

# THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-21-104A

Gila County, State of Arizona.

TREASURER'S OFFICE

Notice is hereby given that State of Arizona has applied for a treasurer's deed to the following described real property, owned by Jerry & Patricia T. Capps 10 Mitch Capps and situated in Gila County, State of Arizona: THE N. 1/2 OF LOT 11 & 12 LIVE OAK ADDITION AS MEASURED FROM SOUTH LN OF SMITH STREET OFF OF 206-21-104 on which, on the 9th day of February 2006, a tax lien was sold to State of Arizona for taxes, interest, penalties and charges. If redemption according to law is not made before the 5th day of July 2011, I will convey said premises to such applicant or his assigns.

ARS 42-18266

DEBORA SAVAGE

Treasurer of Gila County  
State of Arizona

















# GILA COUNTY ASSESSOR PROPERTY PROFILE

Account #: R000009281

Parcel #: 20621104A

Local #:

MH Seq #:

MH Space:

Appr Year: 2013

Levy: 0

# of Bldgs: 1

Create On:

Tax Dist: 4030

Map #: 21

LEA: 0702

Active On: 20050101

Assign To: UnAssigned

Initials: LHUFFER

Acct Type: Exempt

Inactive On:

New Growth: 0

Last Updated: 12/22/2011

## Owner's Name and Address:

STATE OF ARIZONA

C/O GILA COUNTY BOS  
1400 E ASH ST  
GLOBE AZ 85501

## Property Address:

Street: 737 W SMITH ST

City: MIAMI

## Business:

## Sales Summary

Sale Date	Sale Price	Deed Type	Reception #	Book	Page #	Grantor
7/26/1988	\$6,500	JT	19880565206		565206	

## Legal Description

THE N 50FT OF LOT 717 BLK 13 LIVE OAK ADDITION PLAT 37 OUT OF 206-21-104

## Land Valuation Summary

Land Type	Ag Code	Abst Code	Square Feet	Unit of Measure	Number Of Units	Value Per Unit	Actual Value	Assmt Percent	*Assessed Value
Residential	0 0	0402L	2,614	Acres	0.06	\$0.00	\$931.00	0.1	\$93
<b>Land Subtotal:</b>					<b>0.06</b>		<b>\$931.00</b>		<b>\$93</b>

# GILA COUNTY ASSESSOR PROPERTY PROFILE

Account #: R000009281

Local #:

Parcel #: 20621104A

MH Seq #:

MH Space:

## Buildings Valuation Summary

Bldg #	Property Type	Abst Code	Occupancy	Actual Value	Assmt Percent	*Assessed Value
1	Residential	04021	100 - Single Family Residential	\$12,651	0.1	\$1,265
<b>Improvements Subtotal:</b>				<b>\$12,651</b>		<b>\$1,265</b>

**Total Property Value**

**\$13,582**

**\$1,358**

\*Approximate Assessed Value

**Building #:** 1      **Condo SF**      **Condo % Land:**      **Condo % Bldg:**      **Unit Type:**      **Landscaping \$:**  
**Property Type:** Residential      0      1      \$0.00  
**Quality:** Fair      **Nbhd:** 0702      **Occupancy:** Single Family Residential  
**Condition:** Poor      **Nbhd Ext:** 03  
**Perimeter:** 0      **Nbhd Adj:** 0.57  
**Percent Comp:** 100.00%

## Individual Built As Detail

<b>Built As:</b>	Ranch 1 Story	<b>Year Built:</b>	1900
<b>Construction Type:</b>	Frame Siding	<b>Year Remodeled:</b>	
<b>HVAC:</b>	Evaporative Cooling	<b>% Remodeled:</b>	
<b>Interior Finish:</b>	Drywall	<b>Adj Year Blt:</b>	1900
<b>Roof Cover:</b>	Composition Shingle	<b>Effective Age:</b>	112
<b>Built As SF:</b>	676	<b>Mh Make:</b>	
<b># of Baths:</b>		<b>Tag Length/Width:</b>	X
<b># of Bdrms:</b>		<b>Tag Length/Width:</b>	X
<b># of Stories:</b>	1	<b>Mh Skirting LF:</b>	
<b>Story Height:</b>	8	<b>MH Skirting Type:</b>	
<b>Sprinkler SF:</b>		<b>Diameter:</b>	
<b>Capacity:</b>		<b>Height:</b>	

## Building Details

Bldg #: 1	Units	Units Price	RCN	Actual Value
<b>Rough In</b>				
Laundry Facility	1			\$0.00
Bath 3	1			\$0.00
<b>Add On</b>				
Fence Chain Link 3H-WCL--LF	97			\$304.00



# GILA COUNTY ASSESSOR PROPERTY PROFILE

Account #: R000009281

Local #:

Parcel #: 20621104A

MH Seq #:

MH Space:

## Value Details

Other Obs %: 0

Market/SF: \$0.00

**ARF-1863**

**Regular Agenda Item      2- K**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

<u>Submitted For:</u>	Bryan Chambers, Chief Deputy County Attorney	<u>Submitted By:</u>	Bryan Chambers, Chief Deputy County Attorney, County Attorney
-----------------------	--	----------------------	--

Department: County Attorney

<u>Fiscal Year:</u>	Tax Year 2013	<u>Budgeted?:</u>	No
---------------------	---------------	-------------------	----

<u>Contract Dates</u>	Tax Year 2013	<u>Grant?:</u>	No
-----------------------	---------------	----------------	----

Begin & End:

<u>Matching</u>	No	<u>Fund?:</u>	New
-----------------	----	---------------	-----

Requirement?:

---

Information

Request/Subject

Land Holdings Investment Co. LLC. filed an appeal in November 2012 of the assessed valuation of property it owns in Gila County commonly referred Wood Canyon Ranch arguing that the property should have been assessed agricultural or ranching property. The Gila County Assessor's Office has reviewed the complaint and has helped the County Attorney's Office in negotiating a proposed settlement of the lawsuit. This item is to request the Board of Supervisors' approval of the proposed settlement.

Background Information

Based upon information supplied by the taxpayer and verified by the Assessor's Office, the proposed settlement would assess the property as agricultural or ranching property.

Evaluation

Based upon information supplied by the taxpayer and verified by the Assessor's Office, the proposed settlement would assess the property as agricultural or ranching property.

Conclusion

If the Board of Supervisors approves the proposed settlement, the property will be valued as agricultural or mining property.

Recommendation

The County Attorney's Office recommends that the Board of Supervisors consider the proposed settlement. Since this involves the possible settlement of a lawsuit. The County Attorney's Office recommends that if the Board wishes to receive legal advice on this proposed settlement, that it move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice from its attorney. Additionally, if the Board desires to instruct its attorney in how to further proceed in settlement negotiations with Land Holdings Investment Co. LLC., that the Board go into executive session pursuant to A.R.S. § 38-431.03(A)(4) in order to instruct its attorney on how to proceed in settlement discussions regarding the lawsuit.

#### Suggested Motion

Information/Discussion/Action to approve a proposed settlement to resolve a lawsuit currently pending in Arizona Tax Court titled Land Holdings Investment Co., LLC vs. Gila County, NO. TX 2012-000130. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may go into executive session to receive legal advice from its attorney. Pursuant to A.R.S. § 38-431.03(A)(4), the Board may go into executive session in order to instruct its attorney on how to proceed in settlement discussions regarding the lawsuit.

**(Bryan Chambers)**

---

#### Attachments

Complaint

Answer

Settlement Summary

Notice of Settlement

Proposed Judgment

Reed  
11-8-12  
xc: L. Huffer  
**COPY**

NOV 02 2012



MICHAEL K. JEANES, CLERK  
S. DONAHOE  
DEPUTY CLERK

James R. Nearhood – 004594  
Miranda K. Lumer – 027252  
NEARHOOD LAW OFFICES, PLC  
7537 East McDonald Drive  
Scottsdale, Arizona 85250-6062  
(480) 998-3525  
[jrn@nearhoodlaw.com](mailto:jrn@nearhoodlaw.com)  
[mkl@nearhoodlaw.com](mailto:mkl@nearhoodlaw.com)

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

LAND HOLDINGS INVESTMENT )  
CO., LLC, )  
Plaintiff, )  
vs. )  
GILA COUNTY, a political subdivision )  
of the State of Arizona, )  
Defendant. )

NO. TX2012-000130

COMPLAINT AND NOTICE OF  
PROPERTY TAX APPEAL

(Priority Case A.R.S. §§42-16212  
through 42-16215)

(Property Tax)

Plaintiff alleges:

1. Plaintiff is an individual or a legally constituted entity qualified to own real property in the State of Arizona. Defendant Gila County is a body politic of the State of Arizona.

2. This appeal is brought pursuant to and in accordance with the provisions of A.R.S. §§42-16207 through 42-16215.

3. This Court has jurisdiction and venue over this matter pursuant to A.R.S. §§12-163 and 12-165.

4. At all time relevant hereto, Plaintiff was the owner of or had an interest in that certain real property located in Gila County, Arizona, commonly known as Wood Canyon Ranch Grazing Land (the "Property"). Upon information and belief, the Property is designated by Defendant Gila County (the "Defendant") on the 2013 Gila County Assessment Roll (the "Tax Roll") as the parcel numbers indicated in Paragraph 5 below. The Property is located along FR405 and referred to locally as the Boy Haught Place, in Gila County, Arizona.

5. For 2013, the Defendant has listed the Property on the Tax Roll at the following full cash values and limited values:

<u>Parcel Number</u>	<u>Full Cash Value</u>	<u>Limited Value</u>
303-01-001B	\$1,918,141	\$1,918,141
303-01-004A	\$ 55,117	\$ 55,117
303-01-005	\$ 12,351	\$ 12,351
303-01-006D	\$ 64,381	\$ 64,381

6. The Property should be listed on the Tax Roll at the following full cash values:

<u>Parcel Number</u>	<u>Full Cash Value</u>
303-01-001B	\$13,300
303-01-004A	(Combined)
303-01-005	
303-01-006D	

1           7.     The 2013 full cash value of the Property set by the Defendant is excessive  
2 because the Property is used for agricultural or ranching purposes and should be valued  
3 under A.R.S. §§42-12151 through 42-12155.  
4

5           8.     The 2013 limited value of the Property is excessive under A.R.S. §§42-13301  
6 through 42-13304 based upon any judgment reducing the 2013 full cash value of the  
7 Property.  
8

9           9.     All taxes levied and assessed in previous years against the Property have been  
10 paid, and all taxes which are the subject of this action have been or will be paid prior to  
11 becoming delinquent.  
12

13           10.    Plaintiff is entitled to recover its costs and attorneys' fees incurred herein  
14 pursuant to A.R.S. §§12-341, 12-348(B) and 42-16213(B).  
15

16           11.    Plaintiff is entitled to recover interest on any judgment for taxes overpaid  
17 pursuant to A.R.S. §42-16214(A).  
18

19           WHEREFORE, Plaintiff requests judgment against Defendant, as follows:  
20

21           A.     That the full cash value of the Property as listed on the 2013 Tax Roll be  
22 reduced to the following amounts:  
23

<u>Parcel Number</u>	<u>Full Cash Value</u>
303-01-001B	\$13,300
303-01-004A	(Combined)
303-01-005	
303-01-006D	



1 B. That based upon the reduction in full cash value, the limited value of the  
2 Property as listed on the 2013 Tax Roll be reduced to an amount determined under A.R.S.  
3 §§42-13301 through 42-13304.  
4

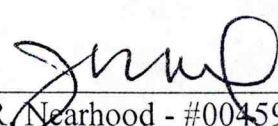
5 C. That the 2013 property taxes for the Property be recalculated based upon such  
6 reductions in full cash and limited values and that a recalculated 2013 Property Tax  
7 Statement be issued by the Gila County Treasurer.  
8

9 D. That any payment or partial payment of property taxes collected by the Gila  
10 County Treasurer in excess of the recalculated amount of property taxes be repaid to the  
11 Plaintiff by the Gila County Treasurer, together with interest thereon pursuant to A.R.S.  
12 §42-16214.  
13

14 E. That Plaintiff be awarded its costs and attorneys' fees incurred herein, together  
15 with interest thereon at the maximum legal rate from the date of judgment until paid.  
16

17 F. For such additional relief as the Court deems appropriate.  
18

19 NEARHOOD LAW OFFICES, PLC

20  
21   
22 James R. Nearhood - #004594  
23 Miranda K. Lumer - #027252  
24 7537 East McDonald Drive  
25 Scottsdale, Arizona 85250-6062  
26 Attorneys for Plaintiff  
27  
28

**DAISY FLORES, Gila County Attorney**  
**Bryan B. Chambers, Chief Deputy County Attorney**  
**AZ State Bar # 014371**  
**1400 E. Ash Street**  
**Globe, AZ 85501**  
**PH: (928) 425-3231 ext. 8630**  
**FX: (928) 425-3720**  
[bchambers@co.gila.az.us](mailto:bchambers@co.gila.az.us)

**THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN THE ARIZONA TAX COURT**

Taxpayer(s)

NO. TX 2012-000130

LAND HOLDINGS INVESTMENT  
CO., LLC,

ANSWER

Plaintiff(s)

v.

GILA COUNTY, a political  
Subdivision of the State of Arizona,  
Defendant

Defendant, Gila County, answers Plaintiff's Complaint and Notice of  
Property Tax Appeal as follows:

I.

As to the averments contained in paragraphs 1, 2, 3, and 5 of Plaintiff's  
Complaint, Defendant admits.



## II.

As to the averments contained in paragraph 4 of Plaintiff's Complaint, Defendant is unaware that the property is commonly known as Wood Canyon Ranch Grazing Land and therefore denies the same. The Defendant admits the remaining averments contained in Paragraph 4 of the Plaintiff's Complaint.

## III.

As to the averments contained in paragraphs 6, 7, 8, and 10 of Plaintiff's Complaint, Defendant denies.

## IV.

As to the averments contained in paragraph 9 of Plaintiff's Complaint, Defendant admits that all taxes levied and assessed in years prior to tax year 2012 against the property have been paid. 2012 taxes have not been paid but are not delinquent and will not become delinquent unless they are not paid prior to the end of 2012.

## V.

As to the averments contained in paragraph 11 of Plaintiff's Complaint, Defendant admits that the Defendant would be entitled under A.R.S. § 42-

16214(A) to recover interest on any judgment for taxes overpaid, but Defendant denies any of Plaintiff's taxes were overpaid.

VI.

As an affirmative defense, because the Plaintiff or the Plaintiff's agent failed to file a completed agricultural use application form with the county assessor as prescribed in A.R.S. § 42-12153(B), the Defendant was prohibited from classifying the property, on notice of valuation, as being used for agricultural purposes.

**Wherefore**, Defendant asks the Court to deny Plaintiff's requested relief and render Judgment that the classification, full cash values, and limited property values of the Subject Property for tax year 2013 were proper.

DATED this \_\_\_\_\_ day of December, 2012.

Daisy Flores  
Gila County Attorney  
By:

---

Bryan B. Chambers  
Chief Deputy County Attorney

ORIGINAL of the foregoing Answer  
Filed by Mailing this \_\_\_\_ day of  
December \_\_\_\_, 2012 to

Michael K Jeanes  
Clerk of the Court-Arizona Tax Court  
125 W Washington  
Phoenix, AZ 85003-2243

Copies of the foregoing mailed  
this \_\_\_\_ day of February, 2012 to:

James R. Nearhood  
Miranda K. Lumar  
NEARHOOD LAW OFFICES, PLC  
7537 East McDonald Drive  
Scottsdale, Arizona 85250-6062

Dale C. Hom, Gila County Assessor  
1400 E., Ash Street  
Globe, AZ 85501

# NEARHOOD LAW OFFICES

A PROFESSIONAL LIMITED LIABILITY COMPANY

JAMES R. NEARHOOD  
Certified Real Estate Specialist  
Direct Line: (480) 998-2986  
E-Mail: JRN@nearhoodlaw.com

7537 East McDonald Drive  
Scottsdale, Arizona 85250-6062  
Telephone (480) 998-3525  
Facsimile (480) 998-0820  
[www.nearhoodlaw.com](http://www.nearhoodlaw.com)

February 19, 2013

File No. 2844.005

**VIA E-MAIL & FIRST CLASS MAIL** – [bchambers@gilacountyaz.gov](mailto:bchambers@gilacountyaz.gov)

Bryan B. Chambers  
Chief Deputy County Attorney  
GILA COUNTY ATTORNEY'S OFFICE  
1400 E. Ash Street  
Globe, Arizona 85501

Re: Land Holdings Investment Co., LLC v. Gila County, TX2012-000130

Dear Bryan:

This letter confirms the proposed terms of settlement between the parties in the above-referenced matter. The terms of settlement set forth herein are conditioned upon approval by the Gila County Board of Supervisors pursuant to A.R.S. §11-251(14). This settlement is void in the event the Board does not give its approval.

The parties agree that for the 2013 tax year the aggregate full cash value of the property that is the subject of this appeal shall be reduced to \$13,278 (\$100/acre); and the classification of the property shall be changed to agricultural real property, with a property use code of 4710 (Ranch Property). If this properly confirms your understanding, please sign below and return a copy of this letter to me.

In addition, enclosed for your review are a Notice of Proposed Settlement and a form of Judgment. Please sign the Notice of Settlement and return it to me with this letter. Upon receipt, I will file the Notice of Settlement with the Tax Court.

Please also review the enclosed Judgment. Once the assessor recalculates the full cash values of the subject parcels, and subject to my view and approval, we will fill-in the numbers on Exhibit A to the Judgment. Please give me the numbers when they are available.

Bryan B. Chambers  
Chief Deputy County Attorney  
GILA COUNTY ATTORNEY'S OFFICE  
February 19, 2013  
Page 2

If the Judgment meets with your approval, and upon approval of the settlement by the Board of Supervisors, please sign the Judgment and return it to me for filing with the Court.

If you have any questions, please feel free to contact me.

Very truly yours,

NEARHOOD LAW OFFICES, PLC

  
James R. Nearhood

JRN/jg  
Enclosure

**APPROVED and ACCEPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

OFFICE OF THE GILA COUNTY ATTORNEY

\_\_\_\_\_  
Bryan B. Chambers

James R. Nearhood – 004594  
Miranda K. Lumer – 027252  
NEARHOOD LAW OFFICES, PLC  
7537 East McDonald Drive  
Scottsdale, Arizona 85250-6062  
(480) 998-3525  
[jrn@nearhoodlaw.com](mailto:jrn@nearhoodlaw.com)  
[mkl@nearhoodlaw.com](mailto:mkl@nearhoodlaw.com)

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN THE ARIZONA TAX COURT

LAND HOLDINGS INVESTMENT	)	NO. TX2012-000130
CO., LLC,	)	
	)	<b>NOTICE OF PROPOSED</b>
Plaintiff,	)	<b>SETTLEMENT</b>
	)	
vs.	)	(Assigned to the Honorable Dean M.
	)	Fink)
GILA COUNTY, a political subdivision	)	
of the State of Arizona,	)	
	)	
Defendant.	)	

In accordance with Rule 5.1(c), Arizona Rules of Civil Procedure, the parties hereby notify the Court that Plaintiff has agreed to the terms and conditions of Defendant's proposed conditional settlement recommendation and endorsed its consideration by the Gila County Board of Supervisors ("Board"). The settlement recommendation is conditioned upon approval by the Board, and is void in the event the Board does not give its approval. A.R.S. §11-251(14).

1 Accordingly, the parties stipulate and request that the Court place this matter on the  
2 Inactive Calendar for 120 days to allow the parties sufficient time to present the settlement  
3 recommendation to the Board, and if approved, to complete the necessary settlement  
4 documentation and form of judgment.  
5

6 RESPECTFULLY SUBMITTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

7  
8 NEARHOOD LAW OFFICES, PLC

9  
10 /s/ James R. Nearhood  
11 James R. Nearhood - #004594  
12 7537 East McDonald Drive  
13 Scottsdale, Arizona 85250-6062  
14 Attorneys for Plaintiff

15 GILA COUNTY ATTORNEY'S OFFICE

16 /s/ Bryan B. Chambers (with permission)  
17 Bryan B. Chambers  
18 Chief Deputy County Attorney  
19 1400 E. Ash Street  
20 Globe, Arizona 85501  
21 Attorneys for Defendant

22 **ORIGINAL** e-Filed this \_\_\_\_ day  
23 of \_\_\_\_\_, 2013:

24 The Honorable Dean M. Fink  
25 Maricopa County Superior Court  
26 Old Courthouse  
27 125 W. Washington, Suite 202  
28 Phoenix, Arizona 85003

**COPY** of the foregoing **MAILED** this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013, to:

Bryan B. Chambers  
Chief Deputy County Attorney  
GILA COUNTY ATTORNEY'S OFFICE  
1400 E. Ash Street  
Globe, Arizona 85501  
Attorneys for Defendant Gila County

By: /s/ Jody Genteman

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(480) 998-3525  
[jrn@nearhoodlaw.com](mailto:jrn@nearhoodlaw.com)  
[mkl@nearhoodlaw.com](mailto:mkl@nearhoodlaw.com)  
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

LAND HOLDINGS INVESTMENT	)	NO. TX2012-000130
CO., LLC,	)	
	)	<b>JUDGMENT</b>
Plaintiff,	)	
	)	
vs.	)	(Assigned to the Honorable Dean M.
	)	Fink)
GILA COUNTY, a political subdivision	)	
of the State of Arizona,	)	
	)	
Defendant.	)	

The parties having stipulated to the entry of Judgment and good cause appearing:

**IT IS ORDERED, ADJUDGED AND DECREED,**

1. For the 2013 tax year, the full cash values of the parcels listed on Exhibit A attached hereto and incorporated herein by reference (the “Parcels”), which are located in Gila County, Arizona, shall be reduced to the values set forth on Exhibit A.

2. For the 2013 tax year, the limited property values of the Parcels shall be derived in accordance with the provisions of A.R.S. §42-13301 to §42-13304, as applicable.

1           3.       For the 2013 tax year, the Parcels shall be classified and assessed as agricultural  
2 real property, with a property use code of 4710 (Ranch Property).

3  
4           4.       The taxes due and owing on the Parcels for the 2013 tax year shall be calculated  
5 based on the full cash values and limited property values stated above.

6           5.       In the event Plaintiff pays all of the taxes assessed against the Parcels for the  
7 2013 tax year prior to the recalculation of the tax, Defendant shall refund to Plaintiff an amount  
8 equal to any excess in taxes levied, assessed and paid as a result of the reductions in the 2013  
9 full cash and/or limited property values as set forth above, with interest thereon at the legal rate  
10 payable from the date of overpayment until the Judgment is paid in full as provided in A.R.S.  
11 §42-16214. Under A.R.S. §44-1201(B) and (F) the applicable rate of interest is 4.25%. Such  
12 refund shall first be applied to any prior year's taxes, interest and penalties that are unpaid and  
13 delinquent on the Parcels. Any balance of the refund shall be paid to the Client Trust Account  
14 of Nearhood Law Offices, PLC by the Gila County Treasurer upon receipt of an approved  
15 resolution adjusting the tax roll to the Judgment values as processed by the Gila County  
16 Assessor.

17  
18           6.       In the event Plaintiff pays the first half of the taxes assessed against the Parcels  
19 for the 2013 tax year prior to the recalculation of the tax, any tax refund due Plaintiff plus any  
20 accrued interest calculated in accordance with paragraph 5 above shall first be applied to the  
21 second-half of taxes due for the 2013 tax year, and shall then be applied to any prior year's  
22 taxes, interest and penalties that are unpaid and delinquent on the Parcels. Any balance of the  
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1 refund after the application of such payments shall be paid to the Client Trust Account of  
2 Nearhood Law Offices, PLC by the Gila County Treasurer.

3  
4 7. Plaintiff is responsible for timely payment of property taxes for the 2013 tax year  
5 regardless of whether a tax statement is issued which is consistent with this Judgment.

6 8. The tax refund shall be calculated by the Gila County Treasurer and shall be paid  
7 by Gila County.

8  
9 9. The parties shall bear their own costs and attorney's fees.

10 10. This Judgment is the result of a settlement between the parties and shall not be  
11 used by either party for any other purpose except as a determination of values for the 2013 tax  
12 year.

13  
14 11. This Judgment shall not prevent the Gila County Assessor from changing the  
15 valuation of the Parcels for the 2013 tax year pursuant to the provisions of A.R.S. §42-15105.

16  
17 12. Subject to the exceptions provided by A.R.S. §42-16002, the reduced full cash  
18 values of the Parcels for the 2013 tax year, as determined by this Judgment, will be their full  
19 cash values for the following tax year, unless the full cash value of any such Parcel as  
20 determined by the Gila County Assessor for the following tax year is lower, in which event  
21 the full cash value for such Parcel shall be the lower value.  
22

23  
24 DONE IN OPEN COURT this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

25 JUDGE OF THE SUPERIOR COURT  
26  
27 \_\_\_\_\_  
28

1 **APPROVED AS TO FORM AND SUBSTANCE:**

2 GILA COUNTY ATTORNEY

3  
4 /s/ Bryan B. Chambers (with permission)

5 Bryan B. Chambers

6 Chief Deputy County Attorney

7 1400 E. Ash Street

8 Globe, AZ 85501

9 Attorneys for Defendant Gila County

10  
11 NEARHOOD LAW OFFICES, PLC

12 /s/ James R. Nearhood

13 James R. Nearhood - #004594

14 7537 East McDonald Drive

15 Scottsdale, Arizona 85250-6062

16 Attorneys for Plaintiff

17  
18 **ORIGINAL** e-Filed this \_\_\_\_\_ day  
19 of \_\_\_\_\_, 2013:

20 The Honorable Dean M. Fink  
21 Maricopa County Superior Court  
22 Old Courthouse  
23 125 W. Washington, Suite 202  
24 Phoenix, Arizona 85003

25  
26 **COPY** of the foregoing **MAILED** this  
27 \_\_\_\_\_ day of \_\_\_\_\_, 2013, to:

28 Bryan B. Chambers  
Chief Deputy County Attorney  
GILA COUNTY ATTORNEY'S OFFICE  
1400 E. Ash Street  
Globe, AZ 85501  
Attorneys for Defendant Gila County

By: /s/ Jody Genteman

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Exhibit A

<u>Parcel Number</u>	<u>Reduced Full Cash Value</u>
303-01-001B	
303-01-004A	
303-01-005	
303-01-006D	

**ARF-1868**

**Regular Agenda Item 2- L**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Bryan  
Chambers,  
Chief Deputy  
County Attorney

Submitted By:  
Bryan Chambers, Chief Deputy County  
Attorney, County Attorney

Department: County Attorney

Fiscal Year: 2013 Budgeted?: No

Contract Dates 8-2-2011 Grant?: No

Begin & End: though current

Matching No Fund?: New

Requirement?:

---

Information

Request/Subject

AJP Electric has filed a Summons and Complaint against Gila County alleging breach of contract, unjust enrichment, and violation of state statute in regards to a construction contract. The County Attorney's Office requests the opportunity to update the Board of Supervisors and provide legal advice to the Board regarding the lawsuit. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to go into executive session to receive legal advice from its attorney on this matter. Additionally, the County Attorney's Office requests that the Board consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. Pursuant to A.R.S. § 38-431.03(A)(4), the Board may vote to go into executive session to consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions.

Background Information

AJP Electric has filed a Summons and Complaint against Gila County alleging breach of contract, unjust enrichment, and violation of state statute in regards to a construction contract. The contract involved a paving project for the Public Works Division complex in Globe.

Evaluation

Since this item involves pending litigation, and it is necessary to get the Board's direction on how to proceed to resolve the litigation, the County Attorney's Office recommends that the Board go into executive session pursuant to A.R.S. § 38-421.03(A)(3)-(4).

Conclusion

The County Attorney's Office recommends that pursuant to A.R.S. § 38-431.03(A)(3), the Board vote to go into executive session to receive legal advice from its attorney on this matter. Additionally, the County Attorney's Office recommends that pursuant to A.R.S. § 38-431.03(A)(4), the Board vote to go into executive session to consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions.

#### Recommendation

Since this item involves pending litigation, and it is necessary to get the Board's direction on how to proceed to resolve the litigation, the County Attorney's Office recommends that the Board go into executive session pursuant to A.R.S. § 38-421.03(A)(3)-(4).

#### Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3), to receive legal advice from its attorney on a Summons and Complaint filed against Gila County by AJP Electric, and pursuant to A.R.S. § 38-431.03(A)(4), to consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. **(Bryan Chambers)**

---

#### Attachments

Claim

Complaint

**RECEIVED**

Lang Baker & Klain, PLC

APR 11 2013

**PUBLIC WORKS**

Kent A. Lang  
(480) 947-1911 (f) (480) 970-5034  
klang@lang-baker.com

8767 E. Via de Commercio, Suite 102  
Scottsdale, Arizona 85258  
www.lang-baker.com  
LBK File No: 2477-002

April 10, 2013

*Via Certified Mail—Return Receipt Requested*

Marian E. Sheppard  
Gila County  
Clerk of the Board  
1400 E. Ash Street  
Globe, AZ 85501

Roland Boyer  
Gila County  
Public Works Division  
1400 W. Ash Street  
Globe, AZ 85501

Chuck Williams  
Joseph Alwin  
C.L. Williams Consulting, Inc.  
621 S. Hillside Lane  
Pinetop, AZ 85935

**NOTICE OF CLAIM**

**PURSUANT TO A.R.S. § 12-821.01, CLAIMANT AJP ELECTRIC SENDS  
THIS NOTICE OF CLAIM TO GILA COUNTY AND ANY OTHER PUBLIC  
ENTITIES AND EMPLOYEES REGARDING ANY AND ALL POSSIBLE  
CAUSES OF ACTION SUPPORTED BY THE FACTS STATED BELOW**

***Re: AJP Electric, Inc. ("AJP") v. Gila County  
Gila County PWD Complex – Roadyard Shop Paving Phase (the "Project")  
Outstanding Balance of \$30,691.25***

To Whom It May Concern:

Please let this correspondence serve as a formal Notice of Claim to Gila County from AJP through undersigned counsel. This Notice shall extend to any and all agents, employees, or other representatives of Gila County responsible for AJP's damages detailed herein.

In or around Fall 2011, Gila County contracted with AJP to procure and place asphalt at the Project. Pursuant to the Project Specifications, Gila County was responsible for quality control on the Project, and the County hired ATL, Inc. ("ATL") to fulfill that role. On or about February 7, 2012, AJP placed the asphalt with representatives from Gila County and ATL present. According to ATL at the time, the asphalt density was well within standards.

On June 28, 2012, AJP was contacted by the County's consultant, C.L. Williams Consulting, Inc., who claimed that core samples showed that the asphalt was deficient. Gila County withheld payment to AJP based on this deficiency.



AJP responded with ample evidence that the deficiency was due to ATL's faulty and incomplete testing of the asphalt and failure to take core samples at or near the time the asphalt was placed, as is standard in the industry. Put simply, the County did not fulfill its quality-control duties under the Project Specifications. AJP was entitled to rely on the County to fulfill those duties, and therefore, AJP is not liable for the deficient asphalt.

Despite this fact, AJP has worked diligently to help remedy the issue, including performing substantial remedial work at its own cost. AJP even offered to share the cost of additional repairs with ATL and Gila County. Despite this attempt at compromise, the county has steadfastly refused to accept any responsibility for the current situation. Accordingly, AJP has been left no choice but to demand payment in full, and to move forward with litigation unless Gila County makes payment immediately.

AJP invoiced Gila County on October 8, 2012 (the "Invoice") in the amount of \$30,691.25. Be advised that, under A.R.S. § 34-221(C)(2), the Invoice was deemed "certified and approved" once the County failed to object to the Invoice in writing within seven days. As such, the County was legally required to pay the Invoice by October 31, 2012, at the latest.

Understand that, should AJP be forced to sue the County, AJP will be entitled to recover its attorneys' fees and costs, plus 18% interest per annum pursuant to the terms of the Invoice. Note that AJP's attorneys' fees already exceed \$5,000.00, a figure that will increase dramatically once suit is filed.

However, AJP is willing to forgo collection of those fees and, instead, settle all of its claims against Gila County stemming from the Project in exchange for payment of \$30,691.25, to be paid to AJP no later than 7 days from the date of this letter. If payment is not received by then, AJP will immediately file the draft lawsuit attached hereto as Exhibit A.

It is believed that you are the individual(s) whom AJP was required to serve this Notice. However, if this is not the case, or if any further information or documentation is required to process this Notice, please notify me immediately.

All further correspondence regarding this matter should be directed to Lang Baker & Klain, PLC at the address stated above. Please do not hesitate to contact our office should you have any questions or wish to further discuss this matter.

Sincerely,

LANG BAKER & KLAIN, PLC



Kent A. Lang

## **EXHIBIT A**

1 **LANG BAKER & KLAIN, PLC**

2 8767 E. VIA DE COMMERCIO, SUITE 102

3 SCOTTSDALE, ARIZONA 85258

4 TELEPHONE (480) 947-1911

5 FilingKAL@lang-baker.com

6 KENT A. LANG, #010041

7 MICHAEL W. THAL, #023843

8 *Attorneys for Plaintiff*

9 **SUPERIOR COURT OF ARIZONA**

10 **GILA COUNTY**

11 AJP ELECTRIC, INC., an Arizona  
12 corporation,

13 Plaintiff,

14 v.

15 GILA COUNTY, a political subdivision of  
16 the State of Arizona,

17 Defendant.

Case No.

**COMPLAINT**

**(Breach of Contract, Unjust Enrichment,  
Violation of A.R.S. § 34-221, et seq.)**

18 Plaintiff AJP Electric, Inc., for its Complaint against Defendant Gila County, states and  
19 alleges as follows:

20 **PARTIES, VENUE, AND JURISDICTION**

21 1. Plaintiff AJP Electric, Inc. ("AJP") is, and was at all times relevant hereto, an  
22 Arizona corporation with its principal place of business in Maricopa County, Arizona.

23 2. AJP is, and was at all times relevant hereto, a duly licensed contractor holding the  
24 following Arizona contractor's licenses: Class A-17 Electrical and Transmission Lines  
25 License No. 101195, Class L-11 Electrical License No. 101196 and Class A General  
26 Engineering License No. 146006.

27 3. Upon information and belief, Defendant Gila County ("Gila County") was, at all  
28 times relevant hereto, a political subdivision of the State of Arizona, and existed as such  
under the laws of the State of Arizona.

4. The amount in controversy exceeds this Court's minimum jurisdictional

1 requirement.

2 5. This Court has jurisdiction over this matter on the basis that the activities  
3 complained of herein occurred in Gila County, Arizona.

4 6. Venue is proper in this Court pursuant to A.R.S. § 12-401.

5 **GENERAL ALLEGATIONS**

6 7. AJP incorporates by reference all previous allegations.

7 8. In or around Fall 2011, Gila County entered into a contract (the "Contract") with  
8 AJP to procure and place asphalt at the project called "PWD Complex – Roadyard Shop  
9 Paving Phase" (the "Project") located at approximately 1001 W. Besich Blvd. in Globe,  
10 Arizona.

11 9. Pursuant to the Project Specifications, Gila County was responsible for quality  
12 control on the Project, and the County hired ATL, Inc. ("ATL") to fulfill that role.

13 10. On or about February 7, 2012, AJP placed the asphalt with representatives from  
14 Gila County and ATL present.

15 11. Shortly after AJP placed the asphalt at the Project, ATL purported to test it and  
16 indicated that it was within standards at that time.

17 12. Based on ATL's indication that the asphalt was within standards, AJP allowed the  
18 asphalt to cure.

19 13. On June 28, 2012, AJP was contacted by Gila County's consultant, C.L. Williams  
20 Consulting, Inc., who claimed that the asphalt was deficient.

21 14. Gila County withheld payment to AJP based on the alleged deficiency of the  
22 asphalt.

23 15. AJP provided the County with evidence that the deficiency was due to ATL's  
24 faulty and incomplete testing of the asphalt and failure to take core samples at or near the  
25 time the asphalt was placed, as is standard in the industry.

26 16. AJP invoiced Gila County on October 8, 2012 (the "Invoice") in the amount of  
27 \$30,691.25.

28 17. Despite AJP's repeated demands, Gila County has failed and refused to pay the

1 invoice without excuse.

2 **COUNT ONE**

3 **(Breach of Contract)**

4 18. AJP incorporates by reference all previous allegations.

5 19. AJP fully performed its work under the Contract for all Phases, and all conditions  
6 precedent to AJP's right to receive payment have occurred or otherwise been satisfied.

7 20. Despite repeated demand therefor, Gila County has failed and refused to pay AJP  
8 for the work that AJP did on the Project.

9 21. Gila County's failure and refusal to pay AJP the sums due and owing constitutes a  
10 material breach of the Contract.

11 22. Gila County is indebted to AJP in the principal amount stated in the Invoice,  
12 \$30,691.25.

13 23. This matter arises out of contract within the meaning of A.R.S. § 12-341.01.

14 WHEREFORE, AJP requests that this Court enter judgment in its favor and against Gila  
15 County as follows:

16 A. For damages in the amount of \$30,691.25;

17 B. For pre-judgment and post-judgment interest thereon at the rate of 12 percent  
18 (12%) per annum from the due date until paid in full pursuant to A.R.S. § 34-221(C), or,  
19 alternatively, at the highest rate allowed by law;

20 C. For AJP's reasonable attorneys' fees incurred herein pursuant to A.R.S. § 12-  
21 341.01;

22 D. For AJP's costs incurred herein and hereafter accruing pursuant to A.R.S. § 12-  
23 341;

24 E. For interest on all attorneys' fees and costs awarded at the rate of ten percent  
25 (10%) per annum from the date of the judgment until paid in full; and

26 F. For such other and further relief as this Court may deem just under the  
27 circumstances.

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**COUNT TWO**

**(Unjust Enrichment)**

24. AJP incorporates by reference all previous allegations.

25. To the extent that the Contract may be determined to be unenforceable, AJP has no adequate remedy at law and pleads unjust enrichment in the alternative.

26. AJP conferred a benefit on Gila County by providing services, materials, equipment, fixtures, and tools for the benefit of the Project at Gila County's request. Said benefit has enriched Gila County, which has not compensated AJP for the benefit it conferred with respect to the Project.

27. AJP did not provide the benefits gratuitously, but at the express request of Gila County, and with the reasonable expectation of compensation.

28. There is no justification for Gila County's enrichment at AJP's expense, or, conversely, for AJP's impoverishment for the benefit of Gila County.

29. It would be unjust and inequitable for Gila County to retain the benefits conferred by AJP without paying AJP therefor.

30. This matter arises out of contract within the meaning of A.R.S. § 12-341.01.

WHEREFORE, AJP requests that this Court enter judgment in its favor and against Gila County as follows:

A. For the reasonable value of the benefit conferred by AJP, in such amount as may be proven at trial;

B. For pre-judgment and post-judgment interest thereon at the rate of 12 percent (12%) per annum from the due date until paid in full pursuant to A.R.S. § 34-221(C), or, alternatively, at the highest rate allowed by law;

C. For AJP's reasonable attorneys' fees incurred herein pursuant to A.R.S. § 12-341.01;

D. For AJP's costs incurred herein and hereafter accruing pursuant to A.R.S. § 12-341;

E. For interest on all attorneys' fees and costs awarded at the rate of ten percent

1 (10%) per annum from the date of the judgment until paid in full; and

2 F. For such other and further relief as this Court may deem just under the  
3 circumstances.

4 **COUNT THREE**

5 **(Violation of A.R.S. § 34-221, et seq.)**

6 31. AJP incorporates by reference all previous allegations.

7 32. Pursuant to A.R.S. § 34-221, et seq., AJP is entitled to payment from Gila County  
8 for the work it performed under the Contract.

9 33. AJP provided Gila County with a billing for the work that AJP performed on the  
10 Project on October 8, 2012 by submitting the Invoice.

11 34. Pursuant to A.R.S. § 34-221(C)(2), a billing for a progress payment shall be deemed  
12 certified and approved seven days after its receipt by the owner, unless before that time, the  
13 owner provides a written statement explaining why the billing is not certified or approved.

14 35. Gila County did not make a written objection to the Invoice within seven days of its  
15 receipt of same.

16 WHEREFORE, AJP requests that this Court enter judgment in its favor and against Gila  
17 County as follows:

18 A. For damages in the amount of \$30,691.25;

19 B. For pre-judgment and post-judgment interest thereon at the rate of 12 percent  
20 (12%) per annum from the due date until paid in full pursuant to A.R.S. § 34-221(C), or,  
21 alternatively, at the highest rate allowed by law;

22 C. For AJP's reasonable attorneys' fees incurred herein pursuant to A.R.S. § 12-  
23 341.01;

24 D. For AJP's costs incurred herein and hereafter accruing pursuant to A.R.S. § 12-  
25 341;

26 E. For interest on all attorneys' fees and costs awarded at the rate of ten percent  
27 (10%) per annum from the date of the judgment until paid in full; and

28 F. For such other and further relief as this Court may deem just under the

1 circumstances.

2 DATED this 10<sup>th</sup> day of April, 2013.

3 LANG BAKER & KLAIN, PLC



5 **DRAFT**

6 By: \_\_\_\_\_

Kent A. Lang

Michael W. Thal

7 *Attorneys for Plaintiff*



Date 4-29-13  
Time of Service 4:05  
Name of Process Server Lois Jacott  
Process Server's License Number PS-20000001  
Your Name Laurie Kline

1 **LANG BAKER & KLAIN, PLC**  
2 8767 E. VIA DE COMMERCIO, SUITE 102  
3 SCOTTSDALE, ARIZONA 85258  
4 TELEPHONE (480) 947-1911  
5 FilingKAL@lang-baker.com

6 KENT A. LANG, #010041  
7 MICHAEL W. THAL, #023843

8 *Attorneys for Plaintiff*

9 **SUPERIOR COURT OF ARIZONA**

10 **GILA COUNTY**

11 AJP ELECTRIC, INC., an Arizona  
12 corporation,

13 Plaintiff,

14 v.

15 GILA COUNTY, a political subdivision of  
16 the State of Arizona,

17 Defendant.

Case No. CV 201300086

**SUMMONS**

18 THE STATE OF ARIZONA TO THE DEFENDANT:

19 **GILA COUNTY, a political subdivision of the State of Arizona**

20 YOU ARE HEREBY SUMMONED and required to appear and defend, within the  
21 time applicable, in this action in this Court. If served within Arizona, you shall appear and  
22 defend within 20 days after the service of the Summons and Complaint upon you, exclusive  
23 of the day of service. If served out of the State of Arizona - whether by direct service, by  
24 registered or certified mail, or by publication - you shall appear and defend within 30 days  
25 after the service of the Summons and Complaint upon you is complete, exclusive of the day  
26 of service. Where process is served upon the Arizona Director of Insurance as an insurer's  
27 attorney to receive service of legal process against it in this state, the insurer shall not be  
28 required to appear, answer or plead until expiration of 40 days after date of such service  
upon the Director. Service by registered or certified mail without the State of Arizona is  
complete 30 days after the date of filing the receipt and affidavit of service with the Court.  
Service by publication is complete 30 days after the date of first publication. Direct service  
is complete when made. Service upon the Arizona Motor Vehicle Superintendent is  
complete 30 days after filing the Affidavit of Compliance and return receipt or Officer's  
Return. **RCP 4, A.R.S. §§20-222, 28-502, 28-503.**

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend  
within the time applicable, judgment by default may be rendered against you for the relief

1 demanded in the Complaint.

2 YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer  
3 or proper response in writing with the Clerk of this Court, accompanied by the necessary  
4 filing fee, within the time required, and you are required to serve a copy of any Answer or  
5 response upon the Plaintiffs' attorney. **RCP 10(d); A.R.S. §12-311; RCP 5.**

6 Requests for reasonable accommodation for persons with disabilities must be made to  
7 the Court by parties at least three working days in advance of a scheduled court proceeding.

8 The name and address of Plaintiff's attorneys are:

9 Kent A. Lang  
10 Michael W. Thal  
11 Lang Baker & Klain, P.L.C.  
12 8767 Via De Commercio, Suite 102  
13 Scottsdale, Arizona 85258  
14 (480) 947-1911

15 SIGNED AND SEALED this date: 4/22/13



17 ANITA ESCOBEDO, Clerk

18 By *Patricia Rueda*  
19 Deputy Clerk  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **LANG BAKER & KLAIN, PLC**

2 8767 E. VIA DE COMMERCIO, SUITE 102

3 SCOTTSDALE, ARIZONA 85258

4 TELEPHONE (480) 947-1911

5 FilingKAL@lang-baker.com

6 KENT A. LANG, #010041

7 MICHAEL W. THAL, #023843

8 *Attorneys for Plaintiff*

Copy of Original Filed  
In Gila County Superior Court

APR 22 2013

ANITA ESCOBEDO, Clerk

9 **SUPERIOR COURT OF ARIZONA**

10 **GILA COUNTY**

11 AJP ELECTRIC, INC., an Arizona  
12 corporation,

13 Plaintiff,

14 v.

15 GILA COUNTY, a political subdivision of  
16 the State of Arizona,

17 Defendant.

Case No. W201300086

**COMPLAINT**

**(Breach of Contract, Unjust Enrichment,  
Violation of A.R.S. § 34-221, et seq.)**

18 Plaintiff AJP Electric, Inc., for its Complaint against Defendant Gila County, states and  
19 alleges as follows:

**PARTIES, VENUE, AND JURISDICTION**

20 1. Plaintiff AJP Electric, Inc. ("AJP") is, and was at all times relevant hereto, an  
21 Arizona corporation with its principal place of business in Maricopa County, Arizona.

22 2. AJP is, and was at all times relevant hereto, a duly licensed contractor holding the  
23 following Arizona contractor's licenses: Class A-17 Electrical and Transmission Lines  
24 License No. 101195, Class L-11 Electrical License No. 101196 and Class A General  
25 Engineering License No. 146006.

26 3. Upon information and belief, Defendant Gila County ("Gila County") was, at all  
27 times relevant hereto, a political subdivision of the State of Arizona, and existed as such  
28 under the laws of the State of Arizona.

4. The amount in controversy exceeds this Court's minimum jurisdictional

1 requirement.

2 5. This Court has jurisdiction over this matter on the basis that the activities  
3 complained of herein occurred in Gila County, Arizona.

4 6. Venue is proper in this Court pursuant to A.R.S. § 12-401.

5 **GENERAL ALLEGATIONS**

6 7. AJP incorporates by reference all previous allegations.

7 8. In or around Fall 2011, Gila County entered into a contract (the "Contract") with  
8 AJP to procure and place asphalt at the project called "PWD Complex – Roadyard Shop  
9 Paving Phase" (the "Project") located at approximately 1001 W. Besich Blvd. in Globe,  
10 Arizona.

11 9. Pursuant to the Project Specifications, Gila County was responsible for quality  
12 control on the Project, and the County hired ATL, Inc. ("ATL") to fulfill that role.

13 10. On or about February 7, 2012, AJP placed the asphalt with representatives from  
14 Gila County and ATL present.

15 11. Shortly after AJP placed the asphalt at the Project, ATL purported to test it and  
16 indicated that it was within standards at that time.

17 12. Based on ATL's indication that the asphalt was within standards, AJP allowed the  
18 asphalt to cure.

19 13. On June 28, 2012, AJP was contacted by Gila County's consultant, C.L. Williams  
20 Consulting, Inc., who claimed that the asphalt was deficient.

21 14. Gila County withheld payment to AJP based on the alleged deficiency of the  
22 asphalt.

23 15. AJP provided the County with evidence that the deficiency was due to ATL's  
24 faulty and incomplete testing of the asphalt and failure to take core samples at or near the  
25 time the asphalt was placed, as is standard in the industry.

26 16. AJP invoiced Gila County on October 8, 2012 (the "Invoice") in the amount of  
27 \$30,691.25.

28 17. Despite AJP's repeated demands, Gila County has failed and refused to pay the

1 invoice without excuse.

2 **COUNT ONE**

3 **(Breach of Contract)**

4 18. AJP incorporates by reference all previous allegations.

5 19. AJP fully performed its work under the Contract, and all conditions precedent to  
6 AJP's right to receive payment have occurred or otherwise been satisfied.

7 20. Despite repeated demand therefor, Gila County has failed and refused to pay AJP  
8 for its work on the Project.

9 21. Gila County's failure and refusal to pay AJP the sums due and owing constitutes a  
10 material breach of the Contract.

11 22. Gila County is indebted to AJP in the principal amount stated in the Invoice,  
12 \$30,691.25.

13 23. This matter arises out of contract within the meaning of A.R.S. § 12-341.01.

14 WHEREFORE, AJP requests that this Court enter judgment in its favor and against Gila  
15 County as follows:

16 A. For damages in the amount of \$30,691.25;

17 B. For pre-judgment and post-judgment interest thereon at the rate of 12 percent  
18 (12%) per annum from the due date until paid in full pursuant to A.R.S. § 34-221(C), or,  
19 alternatively, at the highest rate allowed by law;

20 C. For AJP's reasonable attorneys' fees incurred herein pursuant to A.R.S. § 12-  
21 341.01;

22 D. For AJP's costs incurred herein and hereafter accruing pursuant to A.R.S. § 12-  
23 341;

24 E. For interest on all attorneys' fees and costs awarded at the rate of ten percent  
25 (10%) per annum from the date of the judgment until paid in full; and

26 F. For such other and further relief as this Court may deem just under the  
27 circumstances.

1 **COUNT TWO**

2 **(Unjust Enrichment)**

3 24. AJP incorporates by reference all previous allegations.

4 25. To the extent that the Contract may be determined to be unenforceable, AJP has no  
5 adequate remedy at law and pleads unjust enrichment in the alternative.

6 26. AJP conferred a benefit on Gila County by providing services, materials, equipment,  
7 fixtures, and tools for the benefit of the Project at Gila County's request. Said benefit has  
8 enriched Gila County, which has not compensated AJP for the benefit it conferred with  
9 respect to the Project.

10 27. AJP did not provide the benefits gratuitously, but at the express request of Gila  
11 County, and with the reasonable expectation of compensation.

12 28. There is no justification for Gila County's enrichment at AJP's expense, or,  
13 conversely, for AJP's impoverishment for the benefit of Gila County.

14 29. It would be unjust and inequitable for Gila County to retain the benefits conferred  
15 by AJP without paying AJP therefor.

16 30. This matter arises out of contract within the meaning of A.R.S. § 12-341.01.

17 WHEREFORE, AJP requests that this Court enter judgment in its favor and against Gila  
18 County as follows:

19 A. For the reasonable value of the benefit conferred by AJP, in such amount as may  
20 be proven at trial;

21 B. For pre-judgment and post-judgment interest thereon at the rate of 12 percent  
22 (12%) per annum from the due date until paid in full pursuant to A.R.S. § 34-221(C), or,  
23 alternatively, at the highest rate allowed by law;

24 C. For AJP's reasonable attorneys' fees incurred herein pursuant to A.R.S. § 12-  
25 341.01;

26 D. For AJP's costs incurred herein and hereafter accruing pursuant to A.R.S. § 12-  
27 341;

28 E. For interest on all attorneys' fees and costs awarded at the rate of ten percent

1 (10%) per annum from the date of the judgment until paid in full; and

2 F. For such other and further relief as this Court may deem just under the  
3 circumstances.

4 **COUNT THREE**

5 **(Violation of A.R.S. § 34-221, et seq.)**

6 31. AJP incorporates by reference all previous allegations.

7 32. Pursuant to A.R.S. § 34-221, et seq., AJP is entitled to payment from Gila County  
8 for the work it performed under the Contract.

9 33. AJP provided Gila County with a billing for the work that AJP performed on the  
10 Project on October 8, 2012 by submitting the Invoice.

11 34. Pursuant to A.R.S. § 34-221(C)(2), a billing for a progress payment shall be deemed  
12 certified and approved seven days after its receipt by the owner, unless before that time, the  
13 owner provides a written statement explaining why the billing is not certified or approved.

14 35. Gila County did not make a written objection to the Invoice within seven days of its  
15 receipt of same.

16 36. By failing to pay the Invoice within 14 days of its certification and approval, Gila  
17 County violated A.R.S. § 34-221, et seq.

18 WHEREFORE, AJP requests that this Court enter judgment in its favor and against Gila  
19 County as follows:

20 A. For damages in the amount of \$30,691.25;

21 B. For pre-judgment and post-judgment interest thereon at the rate of 12 percent  
22 (12%) per annum from the due date until paid in full pursuant to A.R.S. § 34-221(C), or,  
23 alternatively, at the highest rate allowed by law;

24 C. For AJP's reasonable attorneys' fees incurred herein pursuant to A.R.S. § 12-  
25 341.01;

26 D. For AJP's costs incurred herein and hereafter accruing pursuant to A.R.S. § 12-  
27 341;

28 E. For interest on all attorneys' fees and costs awarded at the rate of ten percent

1 (10%) per annum from the date of the judgment until paid in full; and

2 F. For such other and further relief as this Court may deem just under the  
3 circumstances.

4 DATED this 19<sup>th</sup> day of April, 2013.

5 LANG BAKER & KLAIN, PLC

6  
7 By: 

8 Kent A. Lang

9 Michael W. Thal

10 *Attorneys for Plaintiff*



APR 22 2013

ANITA ESCOBEDO, Clerk

1 **LANG BAKER & KLAIN, PLC**  
2 8767 E. VIA DE COMMERIO, SUITE 102  
3 SCOTTSDALE, ARIZONA 85258  
4 TELEPHONE (480) 947-1911  
5 FilingKAL@lang-baker.com

6 KENT A. LANG, #010041  
7 MICHAEL W. THAL, #023843

8 *Attorneys for Plaintiff*

9 **SUPERIOR COURT OF ARIZONA**

10 **GILA COUNTY**

11 AJP ELECTRIC, INC., an Arizona  
12 corporation,

13 Plaintiff,

14 v.

15 GILA COUNTY, a political subdivision of  
16 the State of Arizona,

17 Defendant.

Case No. *CN 201300066*

**CERTIFICATE OF COMPULSORY  
ARBITRATION**

18 Plaintiffs AJP Electric, Inc., an Arizona corporation, through counsel, certifies that it  
19 knows the dollar limits and any other limitations set forth by the local rules of practice for the  
20 applicable Superior Court, and further certifies that this case *is* subject to compulsory  
21 arbitration, as provided by Rules 72 through 76 of the Arizona Rules of Civil Procedure.

22 DATED this 19<sup>th</sup> day of April, 2013.

23 **LANG BAKER & KLAIN, PLC**

24 By: 

25 Kent A. Lang  
26 Michael W. Thal  
27 *Attorneys for Plaintiffs*  
28

In the Superior Court of the State of Arizona  
In and For the County of Gila

Case Number

CV20130008/p

**CIVIL COVER SHEET- NEW FILING ONLY**

(Please Type or Print)

Plaintiff's Attorney: (1) **Kent A. Lang**  
(2) **Michael W. Thal**  
Attorney Bar Number: (1) **023843**  
(2) **010041**

Plaintiff's Name(s): (List all)

**AJP Electric, Inc.**

Plaintiff's Address:

**c/o Lang Baker & Klain, PLC**  
**8767 East Via de Commercio, Ste. 102**  
**Scottsdale, AZ 85258**

(List additional plaintiffs on page two and/or attach a separate sheet).

Defendant's Name(s): (List All)

**Gila County**

(List additional defendants on page two and/or attach a separate sheet)

EMERGENCY ORDER SOUGHT: ☐ Temporary Restraining Order ☐ Provisional Remedy ☐ OSC  
☐ Election Challenge ☐ Employer Sanction ☐ Other \_\_\_\_\_  
(Specify)

☐ RULE 8(i) COMPLEX LITIGATION DOES NOT APPLY. (Mark appropriate box under **Nature of Action**)

☐ RULE 8(i) COMPLEX LITIGATION APPLIES. Rule 8(i) of the Rules of Civil Procedure defines a "Complex Case" as civil actions that require continuous judicial management. A typical case involves a large number of witnesses, a substantial amount of documentary evidence, and a large number of separately represented parties.  
(Mark appropriate box on page two as to complexity, **in addition** to the Nature of Action case category).

**NATURE OF ACTION**

(Place an "X" next to the **one** case category that most accurately describes your primary case.)

**TORT MOTOR VEHICLE:**

- ☐ Non-Death/Personal Injury  
☐ Property Damage  
☐ Wrongful Death

**TORT NON-MOTOR VEHICLE:**

- ☐ Negligence  
☐ Product Liability – Asbestos  
☐ Product Liability – Tobacco  
☐ Product Liability – Toxic/Other  
☐ Intentional Tort  
☐ Property Damage  
☐ Legal Malpractice  
☐ Malpractice – Other professional  
☐ Premises Liability  
☐ Slander/Libel/Defamation  
☐ Other (Specify) \_\_\_\_\_

**MEDICAL MALPRACTICE:**

- ☐ Physician M.D. ☐ Hospital  
☐ Physician D.O. ☐ Other

**CONTRACTS:**

- ☐ Account (Open or Stated)  
☐ Promissory Note  
☐ Foreclosure  
☐ Buyer-Plaintiff  
☐ Fraud  
☒ Other Contract (i.e. Breach of Contract)  
☐ Excess Proceeds-Sale  
☐ Construction Defects (Residential/Commercial)  
☐ Six to Nineteen Structures  
☐ Twenty or More Structures

**OTHER CIVIL CASE TYPES:**

- ☐ Eminent Domain/Condemnation

- ☐ Eviction Actions (Forcible and Special Detainers)  
☐ Change of Name

**OTHER CIVIL CASE TYPES : (Continued)**

- ☐ Transcript of Judgment  
☐ Foreign Judgment  
☐ Quiet Title  
☐ Forfeiture  
☐ Election Challenge  
☐ NCC- Employer Sanction Action (A.R.S. §23-212)  
☐ Injunction against Workplace Harassment  
☐ Injunction against Harassment  
☐ Civil Penalty  
☐ Water Rights(Not General Stream Adjudication)  
☐ Real Property  
☐ Sexually Violent Person (A.R.S. §36-3704)  
 (Except Maricopa County)  
☐ Minor Abortion (See Juvenile in Maricopa County)  
☐ Special Action Against Lower Courts  
 (See lower court appeal cover sheet in Maricopa)  
☐ Immigration Enforcement Challenge (§§1-501, 1-502,  
 11-1051)

**UNCLASSIFIED CIVIL:**

- ☐ Administrative Review  
 (See lower court appeal cover sheet in Maricopa)  
☐ Tax Appeal  
 (All other tax matters must be filed in the AZ Tax Court)

- ☐ Declaratory Judgment  
☐ Habeas Corpus  
☐ Landlord Tenant Dispute- Other  
☐ Restoration of Civil Rights (Federal)  
☐ Clearance of Records (A.R.S. §13-4051)  
☐ Declaration of Factual Innocence (A.R.S. §12-771)  
☐ Declaration of Factual Improper Party Status  
☐ Vulnerable Adult (A.R.S. §46-451)  
☐ Tribal Judgment  
☐ Structured Settlement (A.R.S. §12-2901)  
☐ Attorney Conservatorships (State Bar)  
☐ Unauthorized Practice of Law (State Bar)  
☐ Out-of-State Deposition for Foreign Jurisdiction  
☐ Secure Attendance of Prisoner  
☐ Assurance of Discontinuance  
☐ In-State Deposition for Foreign Jurisdiction  
☐ Eminent Domain- Light Rail Only  
☐ Interpleader- Automobile Only  
☐ Delayed Birth Certificate (A.R.S. §36-333.03)  
☐ Employment Dispute- Discrimination  
☐ Employment Dispute-Other  
☐ Other \_\_\_\_\_

(Specify)

**COMPLEXITY OF THE CASE**

If you marked the box on page one indicating that Complex Litigation applies, place an "X" in the box of no less than one of the following:

- ☐ Antitrust/Trade Regulation  
☐ Construction Defect with many parties or structures  
☐ Mass Tort  
☐ Securities Litigation with many parties  
☐ Environmental Toxic Tort with many parties  
☐ Class Action Claims  
☐ Insurance Coverage Claims arising from the above-listed case types  
☐ A Complex Case as defined by Rule 8(i) ARCP

Additional Plaintiff(s)

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Additional Defendant(s)

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**ARF-1826****Consent Agenda Item 3- A****Regular BOS Meeting****Meeting Date:** 06/04/2013**Submitted For:** Lorraine Dalrymple, Health Services  
Program Manager**Submitted By:** Lorraine Dalrymple  
Health Services Program Manager  
Health & Emergency Services Division**Department:** Health & Emergency Services Division**Division:** Health Services**Fiscal Year:** 2013 - 2014**Budgeted?:** Yes**Contract Dates** July 1, 2013 - June 30, 2014**Grant?:** Yes**Begin & End:****Matching** No**Fund?:** Renewal**Requirement?:**

---

**Information****Request/Subject**

Renewal Application for the "First Things First" Child Care Health Consultant Program GRA-STATE-13-0502-01 for FY 2013-14.

**Background Information**

The original contract #GRA-STATE-10-0070-01, was approved by the Board of Supervisors on June 8, 2010, for the period of March 1, 2010, through June 30, 2010, up to the amount of \$20,000. In FY11, the contract number changed to contract #GRA-STATE-10-0070-01-Y2, and was approved by the Board of Supervisors on August 31, 2010. Contract #GRA-STATE-10-0070-01-Y2 was effective for the period of July 1, 2010, through June 30, 2011, in the amount of \$26,666 and renewed for the period of July 1, 2011, through June 30, 2012, in the amount of \$25,101. In FY13, the contract number changed to contract #GRA-STATE-13-0502-01, for the period of July 1, 2012, through June 30, 2013, in the amount of \$16,920. Contract #GRA-STATE-13-0502-01, will renew the previous contract and be effective from July 1, 2013, through June 30, 2014, in the amount of \$19,567.

**Evaluation**

The Child Care Health Consultant Program offers consultation to child care facilities in Gila County to ensure the safety of the children in the facilities.

**Conclusion**

The Child Care Health Consultant Program offers guidance and assistance to the day care facilities in Gila County.

**Recommendation**

It is the recommendation of the Director of Health and Emergency Services that the Gila County Board of Supervisors approve the application for the renewal of Contract #GRA-STATE-13-0502-01 between "First Things First" and the Gila County Office of Health Services to provide Child Care Health Consultation services for the period of July 1, 2013, through June 30, 2014, in the amount of \$19,567.

**Suggested Motion**

Ratification of the Board of Supervisors' approval for the Health Department's submittal of an application to the Arizona Early Childhood Development and Health Board (First Things First) for a one-year renewal of Grantee Agreement No. GRA-STATE-13-0502-01 to provide Child Care Health Consultation services for the period of July 1, 2013, through June 30, 2014, in the amount of \$19,567, if approved by said Board.

---

**Attachments****Renewal 2013-14****Renewal 1012-13****Renewal 2011-2012****Renewal 2010-11****Original Contract**

## FIRST THINGS FIRST NOTICE OF RENEWAL CONSIDERATION

DATE: April 2, 2013

TO: Gila County

FROM: Russell Spencer  
Fiscal Specialist

RE: Renewal Information

---

Fiscal Year 2013 grant awards are approaching renewal consideration from First Things First. Receipt of this packet does not guarantee renewal of the grant award; it indicates eligibility for renewal consideration. First Things First may renew grant awards based on a number of factors including past performance and response to this renewal package.

If renewed, you will continue to be responsible for adherence to all terms and conditions set forth in the original Request for Grant Application (RFGA) or grant agreement. This includes compliance with the appropriate standards of practice; program implementation; as well as timely submission of data and narrative reports and financial reimbursements.

Attached, please find the renewal package for First Things First Grant Programs that includes instructions and the following attachments:

- Attachment A** - Program Implementation Plan
- Attachment B** - Line Item Budget and Budget Narrative
- Attachment C** - Key Personnel
- Attachment D** - Disclosure of Other Funding
- Attachment E** - First Things First Standard Agency Information Collection Form
- Attachment F** - Data Security Guidelines and Requirements for Collaborators (revised)

After completing Attachments A – E and submitting them to First Things First, the package will be reviewed and funding recommendations will be made to the Board of First Things First. First Things First staff may contact you for clarifications prior to making recommendations to the Board of First Things First. Grant awards will be in effect from July 1, 2013 through June 30, 2014. All other rules and regulations, and special terms and conditions from awarding RFGA or grant agreement will remain in effect for the contract period.

Renewal packages must be **received** by **May 1, 2013 by 3:00pm** and submitted to my attention via email, [rspencer@azftf.gov](mailto:rspencer@azftf.gov), or standard mail, to 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012. For questions, please contact me via email or at 602-771-5043.

Thank you.

## First Things First

### Grant Renewal Package Instructions

July 1, 2013 – June 30, 2014

Your First Things First (FTF) grant is eligible for a program renewal by extending the previous 2013 fiscal year grant award. Programs proposed for the 2014 fiscal year cannot be different in scope than the previous grant award.

<b>Grantee Name:</b>	Gila County
<b>FTF Grant Number:</b>	GRA-STATE-13-0502-01
<b>Strategy Name:</b>	Child Care Health Consultation
<b>Data Template(s) Assigned:</b>	
<b>Eligible Renewal Amount:</b>	\$19,567.00 The amount is subject to change pending legal and procurement review at First Things First. If a different amount is approved for renewal, an updated line item budget & budget narrative will be required.

The renewal package includes the completion and submission of Attachments A-E. Attachment F, Data Security Guidelines, has been revised and replaces previous versions.

#### **Program Implementation Plan (Attachment A)**

Provide an updated implementation plan for the 2014 fiscal year. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process.

#### **2014 Budget Forms (Attachment B – must include both the line item budget and budget narrative)**

#### **Key Personnel (Attachment C)**

List all staff that will be paid from this grant program during the 2014 grant cycle. This should match your line item budget and budget narrative. Submit resumes and/or staff change notification forms for new staff or those that have not yet been submitted to First Things First previously. The staff change notification form is located under the Grantee Resources folder on the Partner Grant Management System (PGMS) home page.

#### **Disclosure of Other Funding Sources (Attachment D)**

List any other funding utilized for this program administered by your agency.

#### **First Things First Standard Agency Information Collection Form (Attachment E)**

Please complete all sections detailing:

- The main, program, financial and evaluation contact information for PGMS access to the 2014 grant.
- The **Target Service Number(s)** to be served/completed in 2014 for all identified strategies.
- A brief program description to be used for public descriptions of First Things First funded programs.

**Standards of Practice Updates:** Utilizing the standards of practice are part of the requirements for the award and implementation of your grant program. They represent FTF's intent for the implementation

of a specific strategy. Prior authorization is needed if the program deviates from the standards of practice. Grantees are responsible for reviewing and implementing the most recent updates to the standards of practice, located in the [FTF Strategy Toolkit](#).

**Model Programs that Require Certification and Accreditation:** It is the grantee's responsibility to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their national office and/or administrative home for cost information, if applicable.

**Compliance with State and Federal Law:** As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the grant period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: [http://spo.az.gov/Admin\\_Policy/SPM/Forms/default.asp](http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp). Additionally, First Things First will post any applicable grantee requirement and updated Communications Protocol information under the Grantee Resources folder in PGMS.

Grantees must maintain compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the agreement. Grantees will also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the agreement. I-9 forms are available for download at USCIS.GOV.

First Things First may request verification for any grantee or subgrantee performing work under the agreement. Should FTF suspect or find that a grantee is not in compliance with state or federal laws, First Things First may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the agreement for default and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

**Data Security:** All grantees must have a data security policy in force, which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction. All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. Refer to **Attachment F**, Data Security Guidelines and Requirements for Collaborators, for more information.

**Program Performance and Data Reporting Requirement Updates:** First Things First provides program information to the public, Regional Partnership Councils, and the Board of First Things First. The information regularly provided to the Regional Partnership Councils and Board of First Things First include proposed renewal information; submission of data related to performance measures and target service units; prior program performance; information provided in program narrative reports; and financial/expenditure information. Regional Partnership Councils utilize this information to continue strategic planning efforts and identify annual funding priorities; to assist with renewal decisions; to develop new or modified strategies; to review the impact that programs have had in the region and state; as well as achievements in system building.

Grantee Data Reporting Requirements are identified in each grant and can be accessed in the [FTF Strategy Toolkit](#). Please review the latest Data Reporting Requirements in preparation for implementation upon grant renewal.

**Renewal Package Due Date:** The renewal package must be *received* by **May 1, 2013 at 3:00pm** and submitted via email or standard mail:

Russell Spencer, Fiscal Specialist  
First Things First  
4000 N. Central  
Phoenix, AZ 85012  
rspencer@azftf.gov  
602-771-5043



## Attachment A

### Program Implementation Plan 2014

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Preparations	Continue to purchase equipment and supplies for CCHC	Collaboration between Manager and CCHC's	By June 30, 2014	Purchase orders and invoices.
	Purchase incentives for Centers	CCHC's	PRN, by end of contract	Purchase orders and invoices.
	Purchase supplies to promote Program	CCHC's	Ongoing	Purchase orders and invoices
Training	Additional trainings for 2 current CCHCs and training a new CCHC.	Collaboration between Manager and CCHC's	Ongoing	Certificates for attendance and invoices for travel expenses
	Provide review –Meet with CCHC to discuss any concerns	Program Manager	At Monthly Nursing Staff Meeting	Staff Meeting Minutes
Coordination	Set up necessary paperwork and travel needs for CCHC visits	Program Manager and CCHC's	Ongoing	Quarterly reports
	Contact clients requesting assistance	CCHC's	Ongoing`	Care Fax Documentation
	Confirm dates of community health fairs	Program Manager	Ongoing	Attendance to event
Outreach	Participate in Health Fairs with information regarding CCHC's and First Things First.	Program Manager along with CCHC's	June 30, 2014	Purchase orders and invoices. List of Health Fairs Attended
Implementation	Schedule Quality First Visits to provide assessments & assistance as needed.	CCHC's	Ongoing	Carefacts Documentation
	Ensure reports are complete and accurate	Program Manager	Quarterly	Quarterly Reports

Followup	Schedule revisits and needed	CCHC's	Ongoing	Carefacts
	Provide programs assistance as needed	CCHC's	Ongoing	Carefacts
Evaluations	Ensure that all reports are provided to FTF in a timely manner as specified in the contract	Program Manager	Ongoing	Quarterly Reports

## **Attachment B (Instructions)**

### **How to Complete the Line Item Budget and Budget Narrative**

Complete a 12-month budget for the period July 1, 2013 through June 30, 2014 using the template provided. Please make sure to include the provided budget narrative which describes the proposed line item budget.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Requested funds must follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
  - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
  - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partner Grant Management System (PGMS) Communication Log and approval received prior to the implementation of any of the modifications.

## Attachment B

## Line Item Budget

While you must use this format, you may reproduce it in Word or Excel. Limit your budget line items to the budget categories listed below.

**Budget period: July 1, 2013 – June 30, 2014**

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$10,250.00</b>
Salaries	Finance Clerk 2 CCHC's	\$2,250.00 \$8,000.00	
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$3,120.00</b>
Fringe Benefits or Other ERE	2 CCHC's	\$3,120.00	
<b>PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>Professional &amp; Outside Services Sub Total</b>	<b>\$0</b>
Contracted Services			
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$2,300.40</b>
In-State Travel Out of State Travel	In state travel to meetings and training		
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	<b>\$0</b>
Subgrants or Subcontracts to organizations/agencies/entities			
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$2,117.80</b>
• Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted & non-personnel expenses) • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives	Pens, Paper, presentations For classes requested           Na'I Assoc of Education of Young Children x 2  CCHC flyers for Health Fairs Calibration of Hearing Machines  Training fees for staff    Posters, coloring books, etc.	\$300.00 \$200.00           \$400.00  \$300.00 \$360.00  \$200.00    \$357.80	
<b>CAPITAL EQUIPMENT</b>		<b>Capital Equipment Sub Total</b>	<b>\$</b>
Equipment \$5,000 or greater in value			
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	<b>\$</b>
Equipment \$4,999 or less in value			
<b>Subtotal Direct Program Costs:</b>			<b>\$</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$</b>
Indirect/Admin Costs		\$	<b>\$1,778.81</b>
<b>Total</b>		<b>\$</b>	<b>\$19,567.00</b>

Authorized signature \_\_\_\_\_

Date\_\_\_\_\_

## Attachment B (Continued)

### Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 12-month line item budget categories and subcategories.***

**Personnel Services:** *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

**Health Services Program Manager, Lorraine Dalrymple, RN, CCHC, 2% of time = n/c**

**Lucinda Campbell, RN, CCHC, \$44,000/year, 9% = \$4,000.00**

**Ramona (Ginnie) Scales, RN, CCHC, \$44,000/year, 9% = \$4,000.00**

**Sarah Chavez, Finance Clerk, set amount per grant = \$2,250.00**

**Jullie Mercer, RN, to be trained as CCHC, n/c**

**Employee Related Expenses:** *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*

**Taxes, health insurance, and state retirement = 39% for 2 CCHCs.**

**Professional and Outside Services:** *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured. **None***

**Travel:** *Separate travel that is in state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in-state and out-of-state travel.*

**Attendance at 6 conferences/meeting during the year:**

**2 vehicles @ 200 miles x 6 conferences/meeting @ .57/mile = 1,368.00**

**Per diem for 2 nurses for breakfast and lunch @ \$12.50/each: \$25.00 x 6 = \$150.00**

**Training of a new CCHC (Jullie Mercer, RN)**

**320 miles to Tuscan training @ .57/mile = \$182.40**

**Per diem for three days at \$25.00/day = \$75.00**

**Hotel for 3 days at \$125.00/day = \$375**

**Aid to Organizations or Individuals:** *In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined. N/A*

**Other Operating Expenses:** *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives*

<b>General Office Supplies: paper, pens, folders as needed</b>	<b>\$150. X 2 CCHC</b>	<b>\$300.00</b>
<b>Food: 4 classes/trainings @ \$50.00/class</b>		<b>\$200.00</b>
<b>Membership/Dues: 2 Nat'l Assoc. of Education of Young Children @ \$100/each</b>		<b>\$200.00</b>
<b>Printing and copying: 1 black ink cartridge</b>		<b>\$140.00</b>
<b>Calibration of 2 hearing machines @ \$60.00 each and 2 @ \$120.00</b>		<b>\$360.00</b>
<b>Conferences/Workshops: To cover registrations</b>		<b>\$200.00</b>
<b>Program Incentives – posters, educational material, coloring books</b>		<b>\$357.80</b>

**Capital Equipment:** *If allowable within the scope of the grant - For items that are tangible, non-expendable, and movable having a useful life of more than one year and a value of \$5,000 or greater, explain each item to be purchased, how the costs were determined and justify the need for the items based on the scope of work and the benefit to the project. All purchases should be made through competitive bid or using established competitive purchasing procedures. N/A*

**Non-Capital Equipment:** *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000. N/A*

**Administrative/Indirect Costs:** *Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230. 10% = \$1,778.81*

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

√ **Option A - Administrative Costs:** *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting,*

*auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.*

**OR**

- ☐ **Option B - Federally Approved Indirect Costs:** *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

*Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.*

Authorized signature\_\_\_\_\_ Date\_\_\_\_\_

## Attachment C

### Key Personnel

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Lorraine Dalrymple Title: Health Services Program Manager FTE on this project: 2% (N/C)	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Staff RN-Pediatrics</li><li>• RN Pediatric home care</li><li>• Child Care Health Consultant Certification</li></ul>
Name: Ginnie Scales Title: Public Health Nurse FTE on this project: 9%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Child Care Health Consultant Certification</li><li>• Early Childhood Education Certificate (2002)</li><li>• Associate in Child Development</li></ul>
Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 9%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Child Care Health Consultant Certification</li></ul>
Name: Sarah Chavez Title: Fiscal Acct. Clerk Set amount on this project: \$2,250.00	<ul style="list-style-type: none"><li>• 25 years of accounting experience</li><li>• 15 years of experience in payroll</li></ul>
Name: Jullie Mercer Title: Public Health Nurse FTE on this project: 0	<ul style="list-style-type: none"><li>• 35 years experience as a Registered Nurse</li><li>• To be trained as a Child Care Health Consultant</li></ul>
Name: Title: FTE on this project:	

**\*In addition, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key personnel involved in the project and listed above. If awarded and there is a change in staff or a vacant position filled, a Staff Change Notification form and resume must be uploaded via the Communication Log in PGMS.**

**KEY PERSONNEL SHOULD INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT**



## Attachment D

### DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program\*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
<b>TOTAL:</b>			0

\*Should include only those funds that will support the program detailed the awarded First Things First grant award

## Attachment E

### First Things First Standard Agency Information Collection Form

#### A. Agency Information:

Program Name (if applicable) Gila County Child Care Health Consultant Program

Agency Gila County Division of Health and Emergency Services Contact Person Lorraine Dalrymple

Address 5515 S. Apache Avenue, Suite 100 Position \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

City, State, Zip Globe, AZ 85501 Phone (928) 402-8807 Ext \_\_\_\_\_

County Gila Fax (928) 425-0794

Employer Identification Number: 86-6000444

Agency Classification: \_\_\_\_\_ State Agency \_\_\_\_\_ ☒ County Government \_\_\_\_\_ Local Government \_\_\_\_\_ Schools  
\_\_\_\_\_ Tribal \_\_\_\_\_ Faith Based \_\_\_\_\_ Non Profit \_\_\_\_\_ Private Organization \_\_\_\_\_ Other

Have you previously conducted business with First Things First using this EIN? ☒ Y \_\_\_\_\_ N

*If not, please go to [http://www.gao.az.gov/Vendor/account\\_setup\\_home.asp](http://www.gao.az.gov/Vendor/account_setup_home.asp),  
download the State of Arizona Substitute W-9 Form, and submit with your application*

Congressional district (federal) in which agency provides most services: District # 1

Legislative district (state) in which agency provides most services: District # 5

*Go to <http://www.azredistricting.org> and click on Final Maps to identify your  
Congressional and legislative district*

Approximate federal funding (from a federal source) to be received in current fiscal year? \$5,500,000.00

Agency's fiscal year-end date: June 30, 2013

Agency's accounting method: \_\_\_\_\_ Cash ☒ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? ☒ Y \_\_\_\_\_ N

Contact information for firm conducting agency audit:

Audit firm: Miller, Allen & Co., P.C.

Address: 5333 North 7<sup>th</sup> Street, Suite 100, Phoenix, AZ 85014

Phone: (602) 264-3888

**B. Proposed Program Information / Description:**

Amount requested: \$19,567.00

Service area of proposed program: All of Gila County

Target population of proposed program: Gila County Daycare Centers registered with First Things First

**Lead Strategy - Child Care Health Consultation**

There are assigned Service units for the strategy award from First Things First. Given the Listed Service Unit, provide a contracted number for FY 14.

**Important Items to NOTE:**

**If you are providing a Service Unit different than the FY 13 contracted number, provide a brief description explaining the change.**

**If you are not providing services for a particular Target Service Unit within the assigned Strategy please indicate with "NA".**

**IMPORTANT:** Please find the full listing of First Things First Target Service Unit descriptions loaded in PGMS under Grantee Resources within a folder called Target Service Units.

Number of center based providers served: 5

Number of home based providers served: 3

**Non-Lead Strategy 1 (if applicable)** N/A

**Non-Lead Strategy 2 (if applicable)** N/A

**C. Contact Information:**

First Things First Partner and Grants Management System (PGMS) requires contact information for persons filling overall grant management, financial, programmatic, and evaluation roles. The same person may be assigned to more than one of the roles.

**Main contact information: This contact person has overall responsibility for ensuring the program is successfully implemented. This person will be able to view all programmatic, financial, and evaluation information in PGMS. Correspondence from First Things First will be sent to this person.**

Main contact person: Lorraine Dalrymple, RN

Position: Health Services Program Manager, Gila County Office of Health

Address: 5515 South Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: ldalrymp@co.gila.az.us

Phone: (928) 402-8807 Ext.            Fax: (928) 425-0794

**Program contact information:** This contact person has responsibility for the regular program operations. They will be able to view program and evaluation information in PGMS.

Program Contact Person: Lucinda Campbell, RN

Position: Public Health Nurse, CCHC, Gila County Office of Health

Address: 107 W. Frontier, Suite A

City, State, Zip: Payson, AZ 85541

Email: lcampbell@co.gila.az.us

Phone: (928) 474-7186 Ext.            Fax: (928) 474-7069

**Financial contact information:** This contact person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to view financial information in PGMS.

Financial contact person: Sarah Chavez

Position: Fiscal Account Clerk, Gila County Division of Health and Emergency Service

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: schaves@co.gila.az.us

Phone: (928) 402-4332 Ext.            Fax:           

**Evaluation contact information:** This contact person has responsibility for the program's evaluation and data collection activities. They will be able to view evaluation information in PGMS.

Evaluation contact person: Lorraine Dalrymple, RN

Position: Health Services Program Manager, Gila County Office of Health

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: ldalrymp@co.gila.az.us

Phone: (928) 402-8807 Ext.            Fax: (928) 425-0794

**Your application may have included information about a collaborating partner/agency. Please provide contact information for these collaborators below.**

**Collaborator**

Agency: Gila County Injury Prevention Contact Person: Charles Turney  
Address: 5515 S. Apache Avenue Position: Community Health Worker Sr.  
Address: Suite 100 Email: cturney@co.gila.az.us  
City, State, Zip: Globe, AZ 85501 County: Gila  
Phone: (928) 402-8868 Ext. \_\_\_\_\_ Fax: (928)425-0794

**Collaborator**

Agency: Gila County Environmental Health Contact Person: Lauren Savaglio  
Address: 5515 S. Apache Avenue Position: Environmental Health Program Manager  
Address: Suite 100 Email: lsavaglio@co.gila.az.us  
City, State, Zip: Globe, AZ 85501 County: Gila  
Phone: (928) 402-8820 Ext. \_\_\_\_\_ Fax: (928)425-0794

**Collaborator**

Agency: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Position: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Phone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_

**Collaborator**

Agency: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Position: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Phone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_

## **Attachment F**

### **First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators**

#### **BACKGROUND:**

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

#### Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of an FTF grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, Grantee must ensure that throughout the reporting and submission process the data is secured, and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

#### Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, tribal law, or other data regulation, are required to submit and maintain those approvals for all data.

#### Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

#### Grantees Serving Clients on Tribal Lands

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. FTF further recognizes Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to FTF must be obtained and kept on-file by the grantee and FTF for granting serving clients on tribal lands.

#### Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.





## **GRANTEE AGREEMENT**

**GRA-STATE-13-0502-01**

**Between the  
Arizona Early Childhood Development and Health Board  
(First Things First)  
And  
Gila County Health Department**

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding Gila County Health Department (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

### **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

- **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on July 1, 2012 and shall terminate on June 30, 2013. This agreement is renewable for two (2) additional twelve (12) month extensions, based on satisfactory performance and continued available funding.

### **III. DESCRIPTION OF SERVICES**

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

- A. Provide health consultation services by Child Care Health Consultants to child care providers (centers and homes) Refer to Scope of Work, Exhibit A for Child Care Health Consultation.
- B. Comply with the Scope of Work Narrative Responses, Implementation Plan and Submit the Grant Management Forms provided by First Things First (Attachments A – G).  
NOTE: Narrative Responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted prior to this agreement becomes final and is signed by First Things First. Submission is required by May 4, 2012.
- C. Agencies and Departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

**IV. MANNER OF FINANCING**

The GRANTOR shall:

- A. This is a 12 month contract for the fiscal year ending June 30, 2013 with an option for renewal for two (2), additional twelve (12) month periods. Total funds available are \$16,920 for the first funding period. Renewal will be contingent upon satisfactory contract performance, evaluation and availability of funds.
- B. Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE via the First Things First on-line grants management system. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.
- C. Prior to processing payment, a review of submitted quarterly program narratives and data submission reports will be conducted as well as a review of any other required submission of programmatic information by the grantor to ensure programmatic requirements have been fulfilled. Timely submission of these reports is also required for payment.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

**VI. FINANCIAL AUDIT**

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than \$500,000 from federal awards/dollars, *a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days*

## **VII. DEBARMENT CERTIFICATION**

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

## **VIII. FUNDS MANAGEMENT**

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with State of Arizona requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (<http://gao.az.gov/travel/default.asp>).

## **IX. REPORTING REQUIREMENTS**

Regular reports by the GRANTEE shall include:

Programmatic, Data Submission, and Financial Reports

1. The GRANTEE shall provide quarterly program narrative & evaluation data reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. Reporting is submitted via the First Things First on-line grants management system known as Partners and Grant Management System (PGMS) and shall contain such information as deemed necessary by the GRANTOR.
  - a. Quarterly Programmatic Narrative & Data Submission Reports are due:
    - i. Period: July 1, 2012 – September 30, 2012  
Due: October 20, 2012
    - ii. Period: October 1, 2012 – December 31, 2012  
Due: January 20, 2013
    - iii. January 1, 2013 – March 31, 2013  
Due: April 20, 2013

iv. April 1, 2013 – June 30, 2013

Due: July 20, 2013

v. The final programmatic report as submitted shall be marked FINAL

b. Financial Reimbursement Reports

- i. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted using the First Things First online grants management system known as Partners and Grant Management System (PGMS). This submission includes a basic line item ledger the detail the type of expense relating to the approved line item budget and validates approved staffing assigned to the project, travel is within the approved state rate limitation, and other line item budget expenditure details.
- ii. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

**X. ASSIGNMENT AND DELEGATION**

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

**XI. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**XII. SUBCONTRACTORS**

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

**XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XIV. PROHIBITION ON GOVERNMENT CONTRACTS**

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter

of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

**XXI. ARBITRATION**

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

**XXII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. First Things First follows all State of Arizona and Federal laws, State of Arizona Uniform Terms and Conditions and in particular abides by the Arizona Uniform Terms and Conditions and Uniform Instructions and are incorporated into this Agreement through reference. These laws include Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to immigration status of its employees. First Things First may request verification for any Grantee, Contractor, or Subcontractor performing work under the agreement. Anyone entering into an Agreement with First Things First is required to follow any and all State laws around immigration and English only. Should First Things First suspect that a grantee is not in compliance with state or federal laws and First Things First may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination, and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIII. ENTIRE AGREEMENT**

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section X Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIV. RESTRICTIONS ON LOBBYING**

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State, Local or Federal government.

**XXV. LICENSING**

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. NON-DISCRIMINATION**

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

**XXVII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

#### **XXVIII. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

#### **XXIX. ADVERTISING AND PROMOTION OF AGREEMENT**

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

#### **XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

First Things First reserves the right to review and comment on any publication, forms or materials funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize First Things First, and First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

First Things First shall have thirty (30) days after receipt of said copies to object to such proposed public dissemination; in which event U of A shall refrain from making such publication or presentation for a maximum of ninety (90) days from the date of receipt of such objection in order for the parties to take appropriate measures to protect such information. Should First Things First deem any publication of such material potentially harmful to the mission of First Things First, First Things First and U of A agree to resolve these objections in a timely manner prior to publication.

##### Property of the State

When both parties to the Agreement are agencies of the State, the Property shall be considered to be jointly owned. Universities shall have the right to publish; however, First Things First requires notification, review, and comment on any publications.

##### Ownership of Intellectual Property

When both parties to the agreement are state agencies, the intellectual property shall be considered to be jointly-owned, and the agencies shall agree which party shall be responsible for the management and any potential commercialization of the intellectual property.

#### **XXXI. INDEMNIFICATION**

Indemnification Language for Public Agencies ONLY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."



#### **XXXII. INSURANCE REQUIREMENTS**

Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

All certificates required by this Contract shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time and shall be submitted within 15 days of the Agreement becoming final.

EXCEPTIONS: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### **XXXIII. CONFIDENTIALITY OF RECORDS**

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

#### **XXXIV. CONFIDENTIALITY OF GRANTEE 'S INFORMATION**

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

**XXXV. TERMINATION**

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The GRANTEE shall be liable to the GRANTOR for any excess costs incurred by the GRANTOR in procuring materials or services in substitution for those due from the GRANTEE.

**XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVII. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVIII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

**XL. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS**

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represent that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

**XLI. Legal Arizona Worker**

GRANTEE hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GRANTEE employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). GRANTEE shall further ensure that each subcontractor who performs any work for GRANTEE under this contract likewise complies with the State and Federal Immigration Laws.

**XLII. NOTICES**

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall submit notices relative to this Agreement to:

First Things First  
Attention: Finance  
4000 North Central, Suite 800  
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

Gila County Health Department  
Division of Health and Community Services  
5515 S. Apache Ave., Ste. 100  
Globe, AZ 85501

**XLIII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF**

**Gila County Division of Health and Emergency Services**

**FOR AND BEHALF OF THE**

**Arizona Early Childhood Development  
And Health Board**

\_\_\_\_\_  
Tommie Cline Martin  
Chairman, Gila County Board Of Supervisors

\_\_\_\_\_  
Rhian Evans Allvin  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Grant Agreement Attachments & Exhibits

Attachment A	Standard Agency Information Collection Form
Attachment B	Key Personnel Overview
Attachment C	Implementation Plan
Attachment D	Line Item Budget Form
Attachment E	Budget Narrative Explanation
Attachment F	Disclosure of Other Funding Sources
Attachment G	Financial Systems Survey
Exhibit A	Child Care Health Consultation Scope of Work
Exhibit B	Child Care Health Consultation Standards of Practice
Exhibit C	First Things First Child Care Health Consultation Model
Exhibit D	Child Care Health Consultation Caseload Guidance
Exhibit E	First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

## **Attachment A**

### **FIRST THINGS FIRST STANDARD AGENCY INFORMATION COLLECTION FORM**

#### **A. Agency Information:**

Program Name (if applicable) Gila County Child Care Health Consultant Program

Agency Gila County Division of Health and Emergency Services Contact Person Lorraine Dalrymple

Address 5515 S. Apache Avenue, Suite 100 Position Health Services Program Manager

Address \_\_\_\_\_ Email ldalrymp@co.gila.az.us

City, State, Zip Globe, AZ 85501 Phone 928-402-8807 Fax 928-425-0794

County Gila Employer Identification Number: 86-6000444

Agency Classification: ☐ State Agency ☒ County Government ☐ Local Government ☐ Schools  
☐ Tribal ☐ Faith Based ☐ Other

Have you previously conducted business with First Things First using this EIN? Yes ☐ N  
If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: [http://www.gao.az.gov/Vendor/account\\_setup\\_home.asp](http://www.gao.az.gov/Vendor/account_setup_home.asp).

In which Congressional (Federal) District is your agency? Enter District # 1  
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 5  
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?  
\$ \$5,500,000.

What is your organization's fiscal year-end date? 6-30-2012

Accounting Method: ☐ Cash ☒ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? ☒ Y ☐ N

Please provide contact information of the audit firm conducting your audit:

Agency Miller, Allen & Co., P.C.

Address 5333 North 7<sup>th</sup> Street, Suite 100, Phoenix, AZ 85014

Phone Number 602-264-3888

#### **B. Proposed Program Information / Description:**

Amount requested: \$16,920.00

Service area of proposed program: All of Gila County

Target population of proposed program: Gila County Daycare Centers registered with First Things First

Number of Quality First Programs to be served: 5  
Number of Quality First Homes to be served: 3

Please provide a **brief** description of the **proposed program** in one or two paragraphs and this will be the source for a public description describing the nature of the program being implemented that will be used by First Things First.

All enrolled Quality First Programs will be serviced by a local Child Care Health Consultant based on their identified needs. The Child Care Health Consultant provides training and resources for a variety of health and safety concerns.

Those Quality First Programs with no current issues will have access via telephone to a warm line where their questions will be answered. If a Quality First Program has an immediate need the Child Care Health Consultant will work with the center by providing training and resources as needed. If a Quality First Program has many health or safety issues the Child Care Health Consultant can provide a variety of intensive , individualized services.

### **C. Contact Information**

**First Things First Partner and Grants Management System (PGMS) require four designated contacts for contact with First Things First related to this grant (the same person may be assigned to more than one of the roles, if appropriate).**

**Main Contact Information** – This should be information for the person designated as the Main contact for this grant award and this person can view all information related to this grant (financial, programmatic and data collection/evaluation in nature). This person will also be the primary contact for First Things First and should be the person responsible for ensuring the program plan is implemented. Primary correspondence from First Things First will be sent to this person.

Main Contact Person Lorraine Dalrymple

Position Health Services Program Manager, Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email [ldalrymp@co.gila.az.us](mailto:ldalrymp@co.gila.az.us)

Phone 928-402-8807 Fax 928-425-0794

**Program Contact Information** – This should be information for the person designated as the Program contact for this grant award and this person can view information related to this grant for program or data collection purposes only.

Program Contact Person Lorraine Dalrymple

Position Health Services Program Manager, Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email [ldalrymp@co.gila.az.us](mailto:ldalrymp@co.gila.az.us)

Phone 928-402-8807 Fax 928-425-0794

**Financial Contact Information** – This should be information for the person designated as the financial contact for this grant award and this person can view information related to this grant for financial purposes only.

Financial Contact Person Sarah Chavez

Position Fiscal Account Clerk, Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email [schavez@co.gila.az.us](mailto:schavez@co.gila.az.us)

Phone 928-402-4332 Fax 928-425-0794

Contact Person Ginnie Scales

Position CCHC Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email gscales@co.gila.az.us

Phone 928-402-4328 Fax 928-425-0794

**Evaluation Contact Information** – This should be information for the person designated as the Evaluation contact for this grant award and this person can view information related to this grant for data collection purposes only.

Evaluation Contact Person Lorraine Dalrymple

Position Health Services Program Manager, Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone 928-402-8807 Fax 928-425-0794

In addition, your application may have included information about a collaborating partner/agency. Please replicate this information as many times as necessary to document the participation and agreement to be involved with the application as a collaborating agency/partner.

**Collaborator**

Agency Gila County Injury Prevention

Contact Person Charles Turney

Address 5515 S. Apache Avenue

Position Community Health Worker Sr.

Address Suite 100

Email cturney@co.gila.az.us

City, State, Zip Globe, AZ 85501

Phone (928) 402-8868 x      Fax 425-0794

County Gila

**Collaborator**

Agency Health Start

Contact Person Jessica Alexander

Address 5515 S. Apache Avenue

Position Community Health Assistant

Address Suite 100

Email Jtalexander@co.gila.az.us

City, State, Zip Globe, AZ 85501

Phone (928) 402-8810 x      Fax 425-0794

County Gila



**Collaborator**

Agency\_\_\_\_\_

Contact Person\_\_\_\_\_

Address\_\_\_\_\_

Position\_\_\_\_\_

Address\_\_\_\_\_

Email\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Phone\_\_\_\_\_x\_\_\_\_\_Fax\_\_\_\_\_

County\_\_\_\_\_

## **Attachment B**

### **KEY PERSONNEL OVERVIEW**

<b>STAFF MEMBER</b>	<b>BACKGROUND AND EXPERTISE OF PERSONNEL</b>
Name: Lorraine Dalrymple Title: Health Services Program Manager FTE on this project: 2%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Staff RN-Pediatrics</li><li>• RN Pediatric home care</li><li>• Child Care Health Consultant Certification</li></ul>
Name: Ginnie Scales Title: Public Health Nurse FTE on this project: 9%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Child Care Health Consultant Certification</li><li>• Early Childhood Education Certificate (2002)</li><li>• Associate in Child Development</li></ul>
Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 9%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Child Care Health Consultant Certification</li></ul>
Name: Sarah Chavez Title: Fiscal Acct. Clerk	<ul style="list-style-type: none"><li>• 25 years of accounting experience</li><li>• 15 years of experience in payroll</li></ul>
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

**\*In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

## **Attachment C**

### **IMPLEMENTATION PLAN: July 1, 2012 – June 30, 2013**

<b>Activities</b>	<b>Task</b>	<b>Person Responsible</b>	<b>Date Task Will Be Completed/Timeline</b>	<b>Support Documentation</b>
Preparations	Continue to purchase equipment and supplies for CCHC	Collaboration between Manager and CCHC's	By June 30, 2013	Purchase orders and invoices.
	Purchase incentives for Center	CCHC's	PRN, by end of contract	Purchase orders and invoices.
	Purchase supplies to promote Program	CCHC's	Ongoing	Purchase orders and invoices
Training	Additional trainings for CCHC	Collaboration between Manager and CCHC's	Ongoing	Certificates for attendance and invoices for travel expenses
	Provide review –Meet with CCHC to discuss any concerns	Program Manager	At Monthly Nursing Staff Meeting	Staff Meeting Minutes
Coordination	Set up necessary paperwork and travel needs for CCHC visits	Program Manager and CCHC's	Ongoing	Quarterly reports
	Contact clients requesting assistance	CCHC's	Ongoing`	Care Fax Documentation
	Confirm dates of community health fairs	Program Manager	Ongoing	Attendance to event
Outreach	Participate in Health Fairs with information regarding CCHC's and First Things First.	Program Manager along with CCHC's	September 31, 2012	Purchase orders and invoices. List of Health Fairs Attended
Implementation	Schedule Quality First Visits to provide assessments & assistance as needed.	CCHC's	Ongoing	Carefacts Documentation
	Ensure reports are complete and accurate	Program Manager	Quarterly	Quarterly Reports
Followup	Schedule revisits and needed	CCHC's	Ongoing	Carefacts
	Provide programs assistance as needed	CCHC's	Ongoing	Carefacts

Evaluations	Ensure that all reports are provided to FTF in a timely manner as specified in the contract	Program Manager	Ongoing	Quarterly Reports
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## **Attachment D and E Instructions**

### **How to Complete the Line Item Budget and Budget Narrative**

Complete a 12-month budget for the period of July 1, 2012 through June 30, 2013 using the template provided in Attachment E. Please make sure you include a budget narrative as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
  - For example – a cost may not be assigned to another grant award as a indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as an direct cost.
  - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Requests for line item modifications, which do not change the total program funding, shall be requested in writing and shall only be made following receipt of written authorization from First Things First.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your Application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

## Attachment D – Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

**Budget period: July 1, 2012 – June 30, 2013**

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$</b>
Salaries	Sarah Chavez, Finance Clerk Ginnie Scales, RN, CCHC Lucinda Campbell, RN, CCHC	\$2,250 \$4,000 \$4,000	\$2,250 \$4,000 \$4,000
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$10,250</b>
Fringe Benefits or Other ERE	Sarah Chavez Ginnie Scales, RN, CCHC Lucinda Campbell, RN, CCHC	\$0 \$1,560. \$1,560.	\$0 \$1,560. \$1,560.
<b>PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>Professional &amp; Outside Services Sub Total</b>	<b>\$3,120.00</b>
Contracted Services			
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$200.00</b>
In-State Travel Out of State Travel	Travel to Phoenix for FTF Meetings	\$200.00	
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	<b>\$0</b>
Subgrants or Subcontracts to organizations/agencies/entities			
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$</b>
<ul style="list-style-type: none"> <li>• Telephones/Communications Services</li> <li>• Internet Access</li> <li>• General Office Supplies</li> <li>• Food</li> <li>• Rent/Occupancy</li> <li>• Evaluation (non-contracted &amp; non-personnel expenses)</li> <li>• Utilities</li> <li>• Furniture</li> <li>• Postage</li> <li>• Software (including IT supplies)</li> <li>• Dues/Subscriptions</li> <li>• Advertising</li> <li>• Printing/Copying</li> <li>• Equipment Maintenance</li> <li>• Professional Development/Staff Training</li> <li>• Conference Workshops/ Training Fees for Staff</li> <li>• Insurance</li> <li>• Program Materials</li> <li>• Program Supplies</li> <li>• Scholarships</li> <li>• Program Incentives</li> </ul>	Pens, paper, presentations. 4 classes for parents/staff  Nat'l Assoc of Education of Young Children x 2  1 black ink cartridge Calibration of hearing machines  Meetings & trainings for FTF – CCHC  Posters, coloring books,etc.	\$300.00 \$200.00  \$200.00  \$140.00 \$380.00  \$400.00  \$200.00	
<b>CAPITAL EQUIPMENT</b>		<b>Capital Equipment Sub Total</b>	<b>\$1,820.00</b>
Equipment \$5,000 or greater in value			
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	<b>\$</b>
Equipment \$4,999 or less in value			
<b>Subtotal Direct Program Costs:</b>			<b>\$</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$</b>
Indirect/Admin Costs		\$	\$1,530.00
<b>Total</b>		<b>\$</b>	<b>\$16,920.00</b>

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_

## **Attachment E – Budget Narrative**

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 12 month line item budget categories and subcategories.***

**Personnel Services:** *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

**Health Services Program Manager, Lorraine Dalrymple, RN, CCHC, 2% of time = N/C**

**Lucinda Campbell, RN, CCHC, \$44,000/year, 9% = 4,000.00**

**Ramona (Ginnie) Scales, RN, CCHC, \$44,000/year, 9% = \$4,000**

**Sarah Chavez, Finance Clerk, set amount per grant reduced to \$2,250.00**

**Employee Related Expenses:** *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*

**Taxes, health insurance, and State retirement = 39%**

**Professional and Outside Services: None**

**Travel: Per Diem for 4 “First Things First” Meetings in Phoenix. (\$25 a day times 2 CCHC’s)**

**Aid to Organizations or Individuals: N/A**

### **Other Operating Expenses:**

General Office Supplies: Paper, pens, folders \$150x 2 CCHC	\$300.00
Food – 4 classes at \$50/a class	\$200.00
Membership/Dues: 2 x Nat’l Association of Education of Young Children (2x \$100.00)	\$200.00
Printing and Copying (1 black ink cartridge)	\$140.00
Calibration of Hearing Equipment ( 2 X \$60.00 and 2 X \$120.00)	\$360.00
Conference/Workshops – (2 x \$200 to cover hotel, and registration	\$400.00
Program Incentives – posters, educational material, coloring books	\$200.00

**Capital Equipment:** N/A

**Non-Capital Equipment:** N/A

**Administrative/Indirect Costs:** \$1,530.00 (10%)

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

- ☒ **Option A - Administrative Costs:** *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.*

**Or** **Option B - Federally Approved Indirect Costs:** *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

*Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.*

Authorized signature\_\_\_\_\_ Date\_\_\_\_\_

Tommie Cline Martin, Chairman of the Board of Supervisors



## **Attachment F**

### **DISCLOSURE OF OTHER FUNDING SOURCES**

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program\*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

<b>Type of Funding (Federal, State, local, other)</b>	<b>Received From</b>	<b>Amount</b>	<b>✓ If used for match on this grant</b>
<b>TOTAL: 0</b>			

**\*This table should include only those funds that will support the program detailed in this Application.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_ Tommie Cline Martin, Chairman of the Board of Supervisors \_\_\_\_\_

## **Attachment G:**

### **FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY**

Name of Applicant: Gila County Childcare Health Consultant Program

**Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.**

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

#### **A. GENERAL INFORMATION**

1. Has your organization received a Federal or State Grant within the last two years?	<ul style="list-style-type: none"><li>• YES</li><li>○ NO</li></ul>
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please <b>attach</b> a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<ul style="list-style-type: none"><li>• YES</li><li>○ NO</li></ul>
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please <b>attach</b> a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
4. Please <b>attach</b> a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<ul style="list-style-type: none"><li>○ YES</li><li>• NO</li><li>○ N/A</li></ul>
6. If you answered YES to question #5, under what section of the IRS code? ○ 501 C (3) ○ 501 C (4) ○ 501 C (5) ○ 501 C (6) ○ Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<ul style="list-style-type: none"><li>• YES</li><li>○ NO</li></ul>

#### **B. FUNDS MANAGEMENT**

1. Which of the following describes your organization's accounting system?	<ul style="list-style-type: none"><li>○ Manual</li><li>• Automated</li><li>○ Combination</li></ul>
--	--

2. How frequently do you post to the General Ledger?	<input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	<input type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? <b>NOTE:</b> Those organizations using allocable direct charges <b>must attach</b> a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate <b>must attach</b> a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

### C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input type="radio"/> YES <input type="radio"/> NO

### D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input type="radio"/> YES <input type="radio"/> NO

### E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Lorraine Dalrymple

Job Title: Health Services Program Manager

Date: 5/22/2012

Phone/Fax/Email: 928-402-8807/928-425-0794/ldalrymp@co.gila.az.us

### F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

\_\_\_\_\_  
Authorized Signature

Tommie Cline Martin, Chairman of the Board of Supervisors

### G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): \_\_\_\_\_

COMMENTS:

# EXHIBIT A

## I. Brief statement about the scope of work

### A. Brief Statement of Need

Early care and education providers are entrusted with young children for hours every day. While providing early education services, they must also keep children safe and protected from injuries and potentially serious infectious diseases. Child care staff also work with parents to promote good social, emotional and physical health for children—all generally without benefit of medical expertise. According to the American Academy of Pediatrics, “following health and safety best practices is an important way to provide quality early care and education for young children”. Unfortunately, in many circumstances center staff may have to call multiple resources to answer health related questions, if they can find assistance at all.

Research has shown that many health and safety related issues such as immunization compliance, adherence to medication administration protocols, diapering and handwashing and development of emergency plans directly impact the quality of early care and education programs. Caring For Our Children, the national health and safety performance standards developed by the National Resource Center for Health and Safety in Childcare in partnership with other leading children’s health organizations states (Standard 1.6.0.1) that an early care and education facility “should identify and engage/partner with a child care health consultant (CCHC) who is a licensed health professional with education and experience in child and community health and child care and preferably specialized training in child care health consultation”.

Child Care Health Consultation has been shown to promote healthy and safe environments for children in child care and encourage early care and education settings (centers and family child care homes) to implement the highest standards of health and safety on behalf of the children in their care. CCHC has been shown to be an essential element in achieving high quality early care and education programs and in maintaining the quality gains made over time.

### B. Brief Description of the Strategy

Child Care Health Consultation is one component of the specialized training and technical assistance provided to participants in the Quality First, Quality Improvement and Ratings System. In addition, in some regions CCHC is available to programs not participating in QF. The role of the CCHC is to promote the health and development of children, families, and staff and to ensure a healthy and safe child care environment (11).

The CCHC is not acting as a primary care provider at the facility but offers critical services to the program and families by sharing health and developmental expertise, assessments of child, staff, and family health needs and community resources. The CCHC assists families in care coordination with the medical home and other health and developmental specialists. In addition, the CCHC should collaborate with an interdisciplinary team of early childhood consultants, such as, early childhood education, mental health,

and nutrition consultants. Additional information regarding the scope of work and standards of practice for this strategy are located in Exhibits A and B.

C. The target population for this strategy is regulated early care and education providers who are participating in the Quality Improvement and Ratings System, Quality First. In the Gila region, the number of programs expected to receive tiered service are:

5 QF programs  
3 QF homes  
0 non QF centers  
0 non QF homes

This grantee is expected to provide intensive service to those programs listed above participating in level two and level three services. The remainder of programs in this region will receive level one services via the Telephone Consultation grantee.

## II. Scope of Work

### Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children 5 and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First board and the 31 regional partnership councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids 5 and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The regional councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders, and philanthropists.

#### ***First Things First Strategic Direction***

FTF's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the FTF Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The FTF Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by FTF work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The FTF Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

### **School Readiness Indicators**

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars
5. % of children with newly identified developmental delays during the kindergarten year
6. # of children entering kindergarten exiting preschool special education to regular education
7. #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
8. #/% of children receiving timely well child visits
9. #/% of children age 5 with untreated tooth decay
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being

## **Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?**

### **Statement of need**

Early care and education providers are entrusted with young children for hours every day. While providing early education services, they must also keep children safe and protected from injuries and potentially serious infectious diseases. Child care staff also work with parents to promote good social, emotional and physical health for children—all generally without benefit of medical expertise. According to the American Academy of Pediatrics, “following health and safety best practices is an important way to provide quality early care and education for young children”. Unfortunately, in many circumstances center staff may have to call multiple resources to answer health related questions, if they can find assistance at all.

Research has shown that many health and safety related issues such as immunization compliance, adherence to medication administration protocols, diapering and handwashing and development of emergency plans directly impact the quality of early care and education programs. Caring For Our Children, the national health and safety performance standards developed by the National Resource Center for Health and Safety in Childcare in partnership with other leading children's health organizations states (Standard 1.6.0.1) that an early care and education facility “should identify and engage/partner with a child care health consultant (CCHC) who is a licensed health professional with education and experience in child and community health and child care and preferably specialized training in child care health consultation”.

Child Care Health Consultation has been shown to promote healthy and safe environments for children in child care and encourage early care and education settings (centers and family child care homes) to implement the highest standards of health and safety on behalf of the children in their care. CCHC has been shown to be an essential element in achieving high quality early care and education programs and in maintaining the quality gains made over time.



## Description of strategy including Standards of Practice

Child Care Health Consultants are specially trained health professionals who provide consultation and support to child care providers on a variety of health and safety issues that might be encountered in out of home child care settings. In Arizona, the service is primarily delivered in Quality First (QF) participating programs although there are some regions who have the service available to all providers regardless of participation in QF.

The program has three service levels available to participants.

- Level one, which consists of a telephone warmline that providers can call to ask health and safety related questions. A trained CCHC is available to provide assistance to callers on a variety of subjects. This level is for programs who are not appropriate for, or who do not wish to participate in more intensive CCHC services.
- Level two is for providers who are encountering a specific, acute health and safety related issue that requires expert intervention by a health professional. This is not a long term service but rather a short term option to address a particular problem that has arisen. Some examples of this include, but are not limited to, a newly enrolled child with a chronic disease issue (diabetes, asthma) that staff are not adequately trained to address, or a communicable disease outbreak that needs containment.
- Level three is an intensive service delivery level. Programs participating in this level will receive a health and safety assessment and follow up services that are specific to their individualized needs. They will follow a care pathway to address the most common health and safety needs encountered in child care programs. This level of services requires approximately a 12-18 month time commitment. Additional information regarding the services that might be delivered at this level is available in the CCHC Handbook and the attached FTF CCHC Model Document (Exhibit C).

Participating programs can and will be expected to move between these service levels as appropriate based upon multiple factors that might include self selection, a coaching referral, or an external referral (such as might be made by a local health department) however, they may only participate in one level at a time.

Responsibilities of the grantee delivering CCHC services are detailed below.

### **I. Hiring of staff**

- a. Hiring staff to deliver CCHC services in all FTF regions outlined in the geographic boundaries and target population description below .

The grantee is responsible to assure that tiered Child Care Health Consultation services are delivered regionally, under the model outlined by First Things First to:

1. All programs participating in the Quality First program
  2. In participating regions, to licensed or regulated child care homes or centers not participating in Quality First.
- b. Provide day to day supervision, salary and benefits, practice liability protection and any other employee-related services comparable to other employees in the same employee classification
  - c. Determining staffing assignments in all assigned regions
  - d. The grantee is responsible to assure that all staff hired to deliver Child Care Health Consultation Services meet the following requirements:

- i. The child care health consultant should have a minimum of a bachelor's degree and can be a MD, pediatrician , pediatric nurse practitioner, pediatric or community health nurse, or a health professional with expertise in mental health, nutrition, health education, oral health, environmental health, and/or emergency management.
- ii. Must have completed the sixty (60) hour National Training Institute (NTI) for Child Care Health Consultants curriculum program PRIOR to the beginning work as a CCHC.
- iii. A minimum of one year experience in a public health setting.
- iv. Remain current on all professional licensure/certifications which qualify the CCHC to perform services related to this contract either directly or through subcontracts
- v. The Child Care Health consultant must have experience in providing consultation to and interacting with child care settings including family child care.
- vi. The Child Care Consultant must have knowledge of the following:
  - 1. Child development and family dynamics
  - 2. Immunization Schedules
  - 3. ADHS Child Care Licensure
  - 4. Accreditation Systems
  - 5. Quality Indicators
  - 6. Adult Learning
  - 7. Community Resource
  - 8. Injury Prevention
  - 9. Recognition and Reporting requirements for child abuse and neglect
  - 10. Health Care Systems in the service area
- vii. The Child Care Consultant must have developed skills in the following:
  - 1. Interpersonal Communication
  - 2. Training of Adult Learners
  - 3. Facilitation
  - 4. Consultation Strategies
  - 5. Collaborative Problem Solving
  - 6. Cultural Responsiveness
  - 7. Team Process
  - 8. Computer Data Entry

## **II. Delivery of CCHC services**

- a. Provide Level two and Level three tiered services, as outlined by First Things First, described in Exhibit B, FTF Standards of Practice, CCHC; Exhibit C, CCHC Model; and Exhibit D Caseload Guidance Document. Additional requirements are outlined in the CCHC Handbook which

can be found at

<http://www.azftf.gov/WhatWeDo/Programs/Documents/CCHC%20Handbook3.31.10.pdf>

- b. Tiered Health Care Health Consultation services are delivered statewide, under the model outlined by First Things First to:
  - 1. All programs participating in the Quality First program
  - 2. In participating regions, to licensed or regulated child care homes or centers not participating in Quality First.
- c. An updated list of providers participating in Quality First as well as a listing of regions participating in Non Quality First CCHC programming will be provided to the grantees by First Things First
- d. Collaborate with Telephone Consultation Grantee to develop and maintain a process for referring callers from the Warm line to receive level two and level three services in the assigned regions
- e. Collaborate with Telephone Consultation Grantee to develop and maintain a resource and referral listing for assigned regions
- f. Participate in initial and ongoing training in use of the Carefacts data entry system
- g. Enter data on all service delivery activities into the Carefacts system in an accurate and timely fashion as outlined by the CCHC handbook
- h. Collaborate with the FTF CCHC Program Manager, and the Training Grantee on an continuous quality improvement process
- i. Assist training grantee in identifying child care provider staff who might be interested in participating in Health Champion Training

### **III. Evaluation and Data Reporting Requirements**

- a. Collecting and reporting all data as required by FTF regarding program activities. This is currently already done through the Carefacts program.
- b. Provide analysis of performance data and outcomes.
- c. Provide ongoing assessment and recommendations for CCHC system development and refinement in support of the goals of First Things First.
- d. A review of consultation services is provided for all First Things First statewide and Regional Council consultation sites and an independent system report regarding the strengths of the services delivered is submitted to FTF quarterly
- e. On not less than a monthly basis, review performance and outcome data related to assessment, intervention and evaluation within the FTF-selected documentation system.
- f. The CCHC will document activities and services utilizing the computerized documentation system designated by Quality First. The CCHC will:
  - i. Attend training on the Omaha System of Documentation and the CareFacts computerized charting system.
  - ii. Be prepared to have the CareFacts software installed on the laptop provided by the contractor at the CareFacts training.
  - iii. Keep all charting of visits and activities current within 5 working days of performance.
  - iv. Maintain a signed, printed record of information and activities as the legal chart.
  - v. Perform the CareFacts update procedure at least every 5 days.

### **First Things First School Readiness Indicators related to this strategy:**

FTF is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars
- #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
- % of children with newly identified developmental delays during the kindergarten year
- #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
- % of families who report they are competent and confident about their ability to support their child's safety, health and well being

### **First Things First Goal Area to be addressed:**

Health

#### Target Population to serve

The target population for this strategy is regulated early care and education providers who are participating in the Quality Improvement and Ratings System, Quality First. In the Gila region, the number of programs expected to receive tiered service are:

5 QF programs  
 3 QF homes  
 0 non QF centers  
 0 non QF homes

This grantee is expected to provide intensive service to those programs listed above participating in level two and level three services. The remainder of programs in this region will receive level one services via the Telephone Consultation grantee.

#### Geographic Area

The Gila Regional Partnership Council provides services to the communities of Gila County and the Tribal lands of the Tonto Apache Tribe. The Gila Region does not include the portion of the Fort Apache Indian Reservation (lands of the White Mountain Apache Tribe) within Gila County, nor the portion of the San Carlos Apache Indian Reservation within Gila County.

#### Coordination and Collaboration

First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service. Grant partners must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to participating in regular meetings. Depending upon the strategy, there may be additional statewide meetings which the Grant partners may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Grant partners should plan the appropriate staffing and budget to support travel to and attendance at monthly meetings within the regional area or statewide meetings, as appropriate.

## Program Specific Data Collection and First Things First Evaluation

Grant partners agree to participate in the FTF evaluation and any program specific evaluation or research efforts. Data collection and FTF evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this scope of work.

When services are provided to more than one region (multi-regional strategies), the grant partner must collect and store client data for each region served through the grant agreement.

### Unit of Service and related Target Service Number Definition:

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

### Performance Measures Definition:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

Grant partners must have capacity to collect and submit FTF data requirements, securely and confidentially store client data, and utilize data to assess progress in achieving desired outcomes of the proposed strategy. Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by FTF to determine the key impacts of the strategies, programs and approaches being implemented.

Grant partners will be provided with data reporting requirements by FTF and will meet the requirements of the FTF evaluation including, but not limited to, timely and regular reporting and cooperation with all FTF evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the FTF secure web portal known as PGMS.

Grant partners are required to collaborate with any FTF external evaluation activities, which means collaborating with external evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment, and demographic information. In addition, Applicants agree to allow FTF and evaluation consultants of FTF to observe

program activities on site and successful applicants must collaborate with FTF led and initiated evaluation activities to encourage parent consent for data collection. (Standards for data security for this strategy are found in Exhibit C.)

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

**Unit of Service:**

- 3 home based providers served
- 5 center based providers served

**Performance Measures:**

- Number of home based providers served/proposed service number
- Number of center based providers served/proposed service number
- Number and percentage of early care and education programs served by a CCHC improving their Quality First rating

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B348B09F353B77B74AB9BA>

## Exhibit B



# FIRST THINGS FIRST

*Ready for School. Set for Life.*

## Standards of Practice

### Child Care Health Consultation

#### I. Description of Health Issue

Child care providers are entrusted with young children for hours every day. While providing early education services, they must also keep children safe and protected from injuries and potentially serious infectious diseases. Child care staff also work with parents to promote good social, emotional and physical health for children—all generally without benefit of medical expertise. Center staff may have to call multiple resources to answer health related questions.

Child Care Health Consultants (CCHCs) are experts in children's health who are available to support child care providers and to assure that children are safe, healthy and ready to succeed.

CCHCs help child care staff to improve health and safety in child care facilities. They also provide advice on the well-being of a single child, with the view toward training child care staff to prevent and intervene appropriately in future occurrences. CCHCs provide a one-stop health resource through:

- Onsite and telephone guidance and consultation
- Staff training on health and safety best practices and requirements
- Reviews of and assistance to develop health, safety, and nutrition policies and practices
- Provide links and referrals to community resources
- Develop and provide information for parents

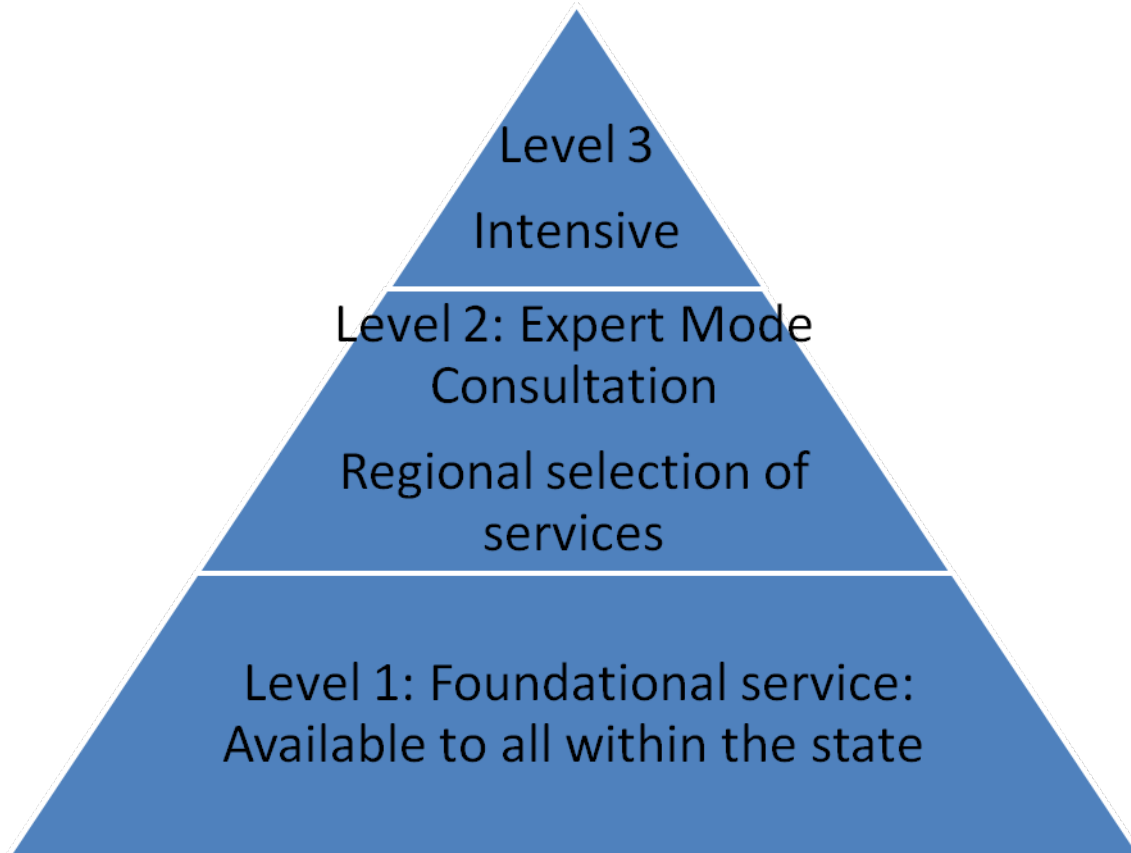
CCHCs have specific training following the National Training Institute (NTI) Child Care Health Consultation curriculum. They are prepared to train child care staff to talk with families about health topics such as oral health, nutritional eating and weight control, developmental screening, and the value of physician well-child exams and immunizations.

#### II. Implementation Standards

The First Things First Child Care Health Consultation Model is depicted on the following page:

## Exhibit C

### First Things First Child Care Health Consultation Model



Level One Services include:

- Provide Professional Development and Training to Quality First Coaches.
- Provide technical assistance via a warm line for child care providers and coaches
- Provide additional consultation, problem solving by telephone.

Level Two Services include Level One services as well as:

- Expert Mode Child Care Health Consultation to programs with a specifically identified health need.
- Provide Health Champion Training for Early Childcare and Education Professionals who have identified a desire to participate.
- Participate with other team members such as the Quality First coach and contractors to implement the program improvement plan and assist child care providers to meet the health and safety objectives outlined in the approved plan.

Level Three Services include Level One and Two services as well as:

- Collaborative Mode Child Care Health Consultation to programs that have been identified and given consent for this level of services.
- A health and safety assessment.



**A. *Programs implementing community health education efforts will include:***

1. Provide tiered health consultation services by Child Care Health Consultants to regulated child care providers (centers and homes) enrolled in Quality First, the quality improvement and rating system created by the First Things First.
2. Provide tiered health consultation services to regulated child care providers that are not participants of Quality First, if appropriate.
3. Provide day to day supervision, salary and benefits, practice liability protection and any other employee-related services comparable to other employees in the same employee classification.
4. Support the Child Care Health Consultant to participate in technical assistance/mentoring visits from the First Things First designated statewide support and quality assurance agency. Receive, review and resolve quality performance issues.
5. Assure the CCHC remains current with professional licensure/ certifications which qualify the CCHC to perform services related to this contract.
6. Provide and maintain an adequate workspace for the CCHC and provide telephone and internet access.
7. Provide a multimedia projector and laptop computer.
8. Support local travel and instate travel to serve designated child care centers and homes within the region and to attend Quality First-required meetings and training sessions. Provide an agency vehicle or mileage reimbursement for miles traveled in the CCHC's insured personal vehicle.
9. Support CCHC to attend continuing education provided by First Things First's statewide administrative entity.

**B. *Child Care Health Consultants will:***

1. Provide Child Care Health Consultation services in accordance with the First Things First Technical Assistance model and the Child Care Health Consultation handbook for delivery of services.
2. Complete a Health and Safety assessment of participating programs to identify and prioritize each programs individual needs
3. Provide three tiered Child Care Health Consultation services (as appropriate and funded) to regulated child care providers as described below.
4. For programs receiving Level Three services, either join the Quality First coach or schedule an initial meeting with the child care center director or child care home provider to be introduced; to provide an overview of the CCHC program; review health and safety issues identified in the assessment; provide guidance documents such as the Arizona Health and Safety Policy Manual for child Care Centers and other guidance documents that may be identified by Quality First; and plan for ongoing consultation.
5. For those not enrolled in the Quality First program who are receiving Level Three Services schedule a meeting with the child care center director or child care home provider to introduce themselves: provide an overview of the CCHC program; provide guidance documents such as the Arizona Health and Safety Policy Manual for Child Care Centers and other guidance documents; and the plan for ongoing consultation.

6. For those not enrolled in the Quality First program that are receiving Level Three services, complete an assessment of the child care center or home to identify priority areas to be addressed.
7. Provide additional review of child care facility and/or staff needs that may include:
  - Indoor health and safety hazards to children and child care staff;
  - Injury prevention and Safe, Active Play;
  - Health and safety practices of child care staff ( i.e. hand washing, sanitation, dental health, physical fitness, nutrition; Serve as a resource to other agencies, organizations and educational institutions which provide consultation, monitoring or resources to child care programs.
  - Measures and practices to prevent, recognize, and report communicable diseases, including staff and parent education;
  - Procedures for documenting and reporting children's immunizations;
  - Health and safety policies, illness and injury logs;
  - The status of child care provider' inclusion of children with special needs;
  - Participate in emergency preparedness plan;
  - Communication among the child care provider, parent, and primary care provider;
  - Medication administration, recording, and storage;
  - Determine health insurance and health care access; and other identified child health and safety concerns.
  - Guidance, support, referrals and access to care coordination for families and child care providers to access mental health consultation and educational services for the family, children, or child care providers.
  - Educate children, their families and child care providers about child development, mental and physical health, safety, nutrition and oral health issues.
8. Provide additional education and training in group settings off site in conjunction with Quality First Coaches or other FTF funded program staff.
9. Provide, as appropriate and in accordance with the Child Care Health Consultation Handbook, developmental and sensory screening and limited delivery of immunizations.
10. Document activities and services utilizing the computerized documentation system designated by First Things First including:
  - Attend training on documentation requirements and computerized charting system.
  - Keep all charting of visits and activities current within 5 working days of performance.
  - Maintain a signed, printed record of information and activities as the legal chart.
11. Participate in CCHC systems development and marketing activities within the local community.
  - Participate in First Things First systems development meetings, regional council meetings, and other events as appropriate.
  - Provide community presentations regarding the role of child care health consultation in improving the status of health and safety in child care programs.
  - Collect/report data, surveys, evaluation reports or other elements requested by FTF or quality assurance personnel.

### **III. Training and Qualifications Standards**

1. The child care health consultant should have a minimum of a bachelor's degree and be a pediatrician, pediatric nurse practitioner, pediatric or community health nurse, or a health professional with expertise in mental health, nutrition, health education, oral health, environmental health, and/or emergency management.
2. Must have completed the sixty (60) hour National Training Institute (NTI) for Child Care Health Consultants curriculum program PRIOR to the beginning work as a CCHC.
3. A minimum of one year experience in a public health setting.
4. The Child Care Health consultant must have experience in providing consultation to and interacting with child care settings including family child care.
5. The Child Care Consultant must have knowledge of the following:
  - Child development and family dynamics
  - Immunization Schedules
  - ADHS Child Care Licensure
  - Accreditation Systems
  - Quality Indicators
  - Adult Learning
  - Community Resource
  - Injury Prevention
  - Recognition and Reporting requirements for child abuse and neglect
  - Health Care Systems in the service area
6. The Child Care Consultant must have developed skills in the following:
  - Interpersonal Communication
  - Training of Adult Learners
  - Facilitation
  - Consultation Strategies
  - Collaborative Problem Solving
  - Cultural Responsiveness
  - Team Process
  - Computer Data Entry

### **IV. Cultural Competencies**

**Programs will also implement the following best practices and standards related to Cultural Competencies:**

- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members and program participants effective, understandable, and respectful care that is provided in a culturally competent manner. Early childhood practitioners /early childhood service providers should ensure that staff and participants at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with

communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.”

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

<http://www.naeyc.org/positionstatements/linguistic>

- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe’s/Nation’s cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe’s/Nation’s laws, policies and procedures. The effectiveness of services is directly related to the provider’s consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Coordinator, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments.
- It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- The ideal applicant will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff are culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:
  - In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.
  - Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities. Such data can include but not be limited to:
    - Morbidity and mortality among children members of their communities
    - Information regarding child safety and welfare
    - Information regarding children in foster care

- Infectious and chronic disease information among members of their communities
- BMI and healthy weight information beginning at age 2 years and each year after that

## **V. References and Resources**

American Academy Of Pediatrics, American Public Health Association, National Resource Center for Health and Safety in Child Care and Early Education. 2011. Caring for our children: National health and safety performance standards; Guidelines for early care and education programs. 3rd edition. Elk Grove Village, IL: American Academy of Pediatrics; Washington, DC: American Public Health Association. Also available at <http://nrckids.org>.

CCHP (2006). *A Curriculum for Child Care Health Advocate*, First Edition. Oakland, CKA; Author.

## Exhibit D

DRAFT

### Child Care Health Consultation Caseload Guidance

The U.S. Department of Health and Human Services (HHS) defines Caseload as “the number of cases (children or families) assigned to an individual worker in a given time period. Caseload reflects a ratio of cases (or clients) to staff members and may be measured for an individual worker, all workers assigned to a specific type of case, or all workers in a specified area”

Workload is defined as “The amount of work required to successfully manage assigned cases and bring them to resolution. Workload reflects the average time it takes a worker to (1) do the work required for each assigned case; and (2) complete other non-casework responsibilities “.

Caseload Management refers to the ability to manage a number of clients within a given amount of time and provide optimal services.

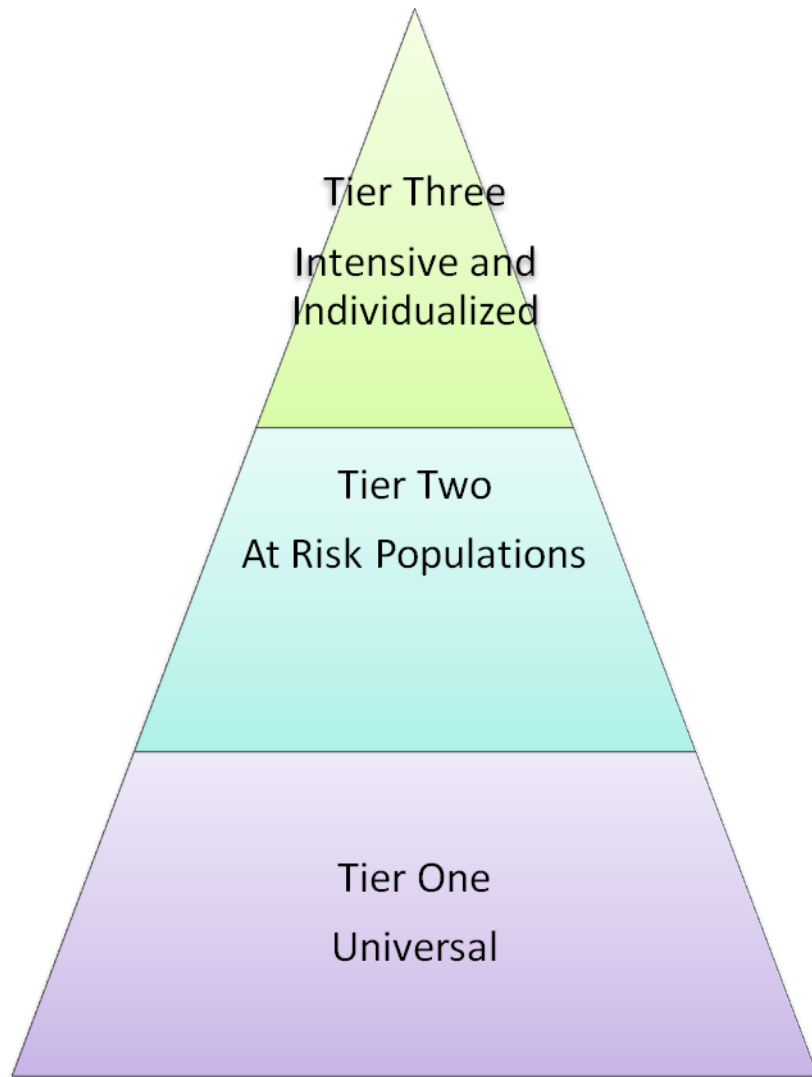
A number of factors influence the ability to effectively manage a caseload. Beginning on July 1, 2012, First Things First is implementing a points system for Caseload Management. The following guidelines are intended to assist Child Care Health Consultation grantee’s to determine how many clients each staff person can manage. There may be other factors not included here, that have a significant impact on caseloads such as the experience level of the CCHC or the background and skills of a particular client. If these other factors are present, each grantee is expected to document their reasons for adjusting the caseload appropriately.

1. Maximum of 35 points per FTE
2. Maximum caseload of 25 clients total per FTE
3. Each level 3 program automatically gets one (1) point
4. Each level 2 program automatically gets .75 points
5. Add ½ point for any of the following:
  - a. Large program based upon number of classrooms OR total daily enrollment
  - b. Excessive distance or travel time
  - c. Significant language barrier
6. Add ¼ point for any of the following:
  - a. Star rating of 1 or 2

Each grantee will be asked to document and track staff monthly caseloads over time. Caseloads will be reviewed periodically using caseload tracking and time logs in Carefacts. Assuring that data entry of staff time in Carefacts is accurate will be vital in assuring that we have caseloads that allow the best possible services can be delivered to providers.

#### Resources

U.S. Department of Health and Human Services: Child Welfare Information Gateway. Available online at [www.childwelfare.gov/pubs/case\\_work\\_management/](http://www.childwelfare.gov/pubs/case_work_management/)



**Tier three programs will receive**

1. A health and safety assessment
2. Collaborative mode consultation services
3. Individualized instruction and training on health needs  
*utilizing the care pathway*
4. All services available in tiers one and two

**Tier two programs will receive**

1. Expert mode consultation services to address an identified health need
2. An opportunity to identify and have trained an on site Health Champion
3. Participate in implementation of the QIP, if appropriate
4. All services available in tier one

**Tier one programs will receive**

1. Coaches who have received professional development on identification of health and safety issues
2. Technical assistance via a warm line for providers and/or coaches
3. Telephone consultation/problem solving services with a trained CCHC

## **Exhibit E**

### **First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators**

#### **BACKGROUND:**

The purpose of First Things First is to aid in the creation of a system that offers opportunities and supports for families and communities in the development of all children so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

#### Data Security Guidelines for Data Submission to FTF

The Arizona Early Childhood Development and Health Board (First Thing First - FTF) will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF will establish data reporting requirements for all state and regional grantees. All funded providers will regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grants Management System (PGMS). Subsequent to the award of a FTF contract, the grantee will receive general training on login and navigation within the PGMS system. With this login the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, through agreement between the grantee and FTF, directly through the FTF extranet, rather than a PGMS web-based entry form. These data are likely to contain limited distribution data and must follow the following protocols. Data structure agreement, Login, ftp, revision request. Grantees that submit data through the FTF extranet must ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF and that throughout the reporting and submission process the data are secured.



Any grantee submitting data identified as confidential must file a formal data security policy with FTF. Confidential data will not be a part of standard data submission requirements. Grantee general orientation and data reporting orientation will identify data requirements as public data, limited distribution data, and/or confidential data.

#### Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees must keep all data collected for their program(s) within their system (database) or hardcopies. While FTF data submissions are generally aggregated and contain no individually identifying information, grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPAA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.

## FIRST THINGS FIRST NOTICE OF RENEWAL CONSIDERATION

TO: First Things First Grantees

FROM: Russell Spencer  
Grants and Contracts Specialist

RE: Renewal Information

DATE: March 2, 2011

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Your current grant program is approaching renewal consideration from First Things First.

Receipt of this packet does not guarantee renewal of your agreement; it indicates that you are eligible for renewal consideration. First Things First may award programs based on a number of factors including past performance and response to this renewal package.

Should you be renewed, you will continue to be responsible for adherence to the terms and conditions as set forth in the original Request for Grant Application (RFGA) or grant agreement. This includes adherence to the appropriate standards of practice, program and financial requirements, and timely submission of data, narrative, and financial reports.

Attached please find the format for the Renewal Package for First Things First Grant Programs. The Renewal Package Cover Page includes information on the following Attachments:

- **Attachment A** – Narrative response to First Things First questions related to implementation and data collection
- **Attachment B** – Implementation Plan
- **Attachment C** – Budget and Budget Narrative
- **Attachment D** – Key Personnel
- **Attachment E** – Disclosure of Other Funding
- **Attachment F** – Standard First Things First Information Form and Authorized Renewal Submission Signature

Once renewal applications are submitted and reviewed, recommendations for funding will be made to the Board of First Things First. First Things First staff may contact you for clarifications prior to making recommendations to the Regional Partnership Council and/or Board of First Things First. Contracts will be in effect from the date of award through June 30, 2012. All other rules and regulations, and special terms and conditions from awarding RFGA or grant agreement will remain in effect for the contract period.

Renewal applications must be **received** no later than **March 25, 2011 by 3:00 pm** and can be submitted via email, mail or by fax at 602-265-0009. Please address any questions to me by email at [rspencer@azftf.gov](mailto:rspencer@azftf.gov) or by phone at 602-771-5043.

Thank you and I look forward to reviewing your renewal package.

# First Things First

## Grant Renewal Package Instructions

*July 1, 2011 – June 30, 2012*

### Renewal Instructions

Your First Things First grant is eligible for a program renewal by extending the current grant award from July 1, 2011 through June 30, 2012. Programs proposed for 2011-2012 cannot be different in scope than the current grant award.

<b>Grantee Name:</b>	Gila County Health Department
<b>First Things First Award Number:</b>	GRA-STATE-10-0070-01-Y2
<b>Strategy Name:</b>	Childhood Health Consultation
<b>Renewal Funding Eligible Amount:</b>	\$25,101 <ul style="list-style-type: none"><li>• \$13,101 State Quality First Centers and Homes</li><li>• \$12,000 Region Quality First Expansion Centers and Homes</li></ul>
<b>Standards of Practice Assigned:</b>	<ul style="list-style-type: none"><li>• Child Care Health Consultation</li></ul>

The renewal package does include narrative information as well as required forms as outlined in the following attachment sections:

**Program Implementation Narrative: (*Attachment A*)** Please provide a narrative response to the questions found in this Attachment.

**Program Implementation Plan: (*Attachment Form B*)** Please provide an updated implementation plan for your program for 2011 - 2012. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process. Please use any necessary narrative to further describe your program implementation (Question 2).

**2011-2012 Budget Forms (*Attachment C – must include line item budget and narrative*):**

- Line Item Budget Form
- Budget Narrative Explanation

**Key Personnel/Staff Overview: (*Attachment Form D*)** Please list all staff that will be paid from this grant program during the 2011-2012 grant cycle. This should match your line item budget and budget narrative. Submit resumes and/or staff change notification forms for new staff or those that have not yet been submitted to First Things First previously. The staff change notification form is located under the Grantee Resources folder on the PGMS home page.

**Disclosure of Other Funding Sources (*Attachment E*)** – List any other funding utilized for this program administered by your agency.

**FTF Standard Information and Authorized Signature (*Attachment Form F*):** Please complete all three sections detailing:

- The legal applicant
- The main, program, financial and evaluation contact information – these contacts should be what you want identified for this grant award in First Things First's Partner Grant

Management System (PGMS)

- The program **Target Service Unit(s)** assigned for the strategy assigned by First Things First and your implementation **Target Service Number(s)** to be served/completed in 2011-2012 and any additional Target Service Units(s) and Number(s) needed for your program implementation for 2011 – 2012.
- The program description – brief summary to be used for public descriptions of First Things First funded programs
- Authorized Renewal Submission Signature

**Standards of Practice Updates:** Any updates to the Standards of Practice related to the scope of work for your award can be found when you log into Partners Grant Management System (PGMS) under Grantee Resources. Updated Standards of Practice are part of the requirements for the award and implementation of your grant program. Please take a moment to make sure you have reviewed the latest Standards of Practice.

**Model Programs that Require Certification and Accreditation:** It is the grantee's responsibility to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their National office and/or administrative home for cost information, if applicable.

**Compliance with State and Federal Law:** As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the contract period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: [http://spo.az.gov/Admin\\_Policy/SPM/Forms/default.asp](http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp). Additionally, First Things First will post any important grantee requirement and updated Communications Protocol information under the Grantee Resources section of PGMS.

Grantees must maintain compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the agreement. Grantees will also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the agreement. I-9 forms are available for download at USCIS.GOV.

FTF may request verification for any Contractor or subcontractor performing work under the agreement. Should FTF suspect or find that a grantee is not in compliance with state or federal laws, FTF may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the agreement for default and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

**Data Security:** All grantees must have a data security policy in force which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPPPA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPPPA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.

**Program Performance:** First Things First provides program information to the public, Regional Partnership Councils, and the Board of First Things First. The information regularly provided to the Regional Partnership Councils and Board of First Things First will include proposed renewal information, submission of data related to performance measures and target service units, prior program implementation performance information, program narrative information, and financial information. Regional Councils utilize this information as part of the elements necessary to continue strategic planning that is demonstrated in priorities for annual Funding Plans, renewal decisions, development of new or modified strategies, review of the impact that program implementation has had in the region and state as well as achievement of system building.

**Renewal Package Due Date:** Renewal Package must be *received* by **March 25, 2011 at 3:00 p.m.** and submitted via mail, fax or email to:

Russell Spencer, Grants and Contracts Specialist  
4000 North Central Avenue, Suite 800  
Phoenix, AZ 85012  
[rspencer@azftf.gov](mailto:rspencer@azftf.gov)  
602-265-0009 fax

## Attachment A

### Program Implementation Questions

Please provide a narrative response to the questions below. To ensure that you are not changing the scope of work of your original grant, you must use the same programs and/or strategies as described in your original proposal, unless you have obtained prior approval.

**Question 1** (Complete A, B, and/or C as appropriate)

**A)** If your program received approved modifications, please describe those modifications and how they will continue to be implemented in 2011-2012.

**B)** If you have proposed modifications moving forward, please describe how they will enhance program implementation and/or why they are necessary for the program to be successful in 2011-2012.

**C)** If there are no modifications or no planned modifications, please indicate no modifications necessary and provide a brief description of the existing program implementation as proposed in Question 2.

***No modifications have been made.***

**Question 2**

Please provide a brief narrative description of your proposed program that will be implemented in 2011-2012. This description should match information provided in your Implementation Plan (Attachment B) and explain anything from the Implementation Plan needing additional description.

***This program will continue to provide health consultation services by Child Care Health Consultants (CCHC) to regulated child care providers enrolled in Quality First. The CCHC's will provide guidance regarding health and safety issues as described in the "First Things First" contract to participating providers.***

**Question 3**

Please describe current and ongoing plans for data collection and submission, including how your program is using data to promote optimal service and ongoing improvement.

***Monthly reports will be submitted to "First Things First" using the required form. The CCHC's have access to the First Things First Intranet and have received training for the software on 7/22/10 (Omaha and Carefacts) for data documentation. The CCHC's performed joint visits with the FTF Coach at all facilities (Payson and Globe).***

## Attachment Form B

### 2011 – 2012 Implementation Plan

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Preparation	Continue to purchase equipment and Supplies for CCHC's	Program Manager	October 1, 2011	Purchase orders/invoices
	Purchase incentives for Child Care Center	CCHC's	September 1, 2011	Purchase orders/invoices
	Purchase supplies to promote CCHC program	Program Manager	October 1, 2011	Purchase orders/invoices
Training	Additional Training of CCHC	Program Manager	Ongoing	Certificate of Attendance Invoices for travel expenses.
	Provide review	Program Manager	October 31, 2011	Meet with CCHC to discuss any concerns
Coordination	Set up necessary paperwork and travel needs for CCHC inspections	Program Manager and CCHC's	September 1, 2011	Monthly report
	Contact Quality First Daycare Centers To provide assessments & assistance	CCHC's	ongoing	Carefacts documentation
	Confirm dates of community Health fairs	Program Manager	Ongoing	Attendance to events
Outreach	Presentation Board used for promoting the CCHC Program and "First Things First" to be displayed at Health Fairs.	Program Manager and CCHC's	Ongoing	Invoices and attendance to events
Implementation	Schedule Daycare visits to provide assessments and assistance	CCHC's	September 1, 2011	Reports to "First Things First"
	Ensure reports are complete and accurate	Program Manager	October 1, 2011	Reports to "First Things First"
Follow-up	Schedule revisits as needed	CCHC's	Ongoing	Reports to "First Things First" Carefacts software
	Provide assistance to Day Cares as needed	CCH's	Ongoing	Reports to "First Things First" Carefacts software

Evaluation	Receive, review and resolve quality performance issues.	Program Manager	Ongoing	Reports to “First Things First”
	Collect/report data, surveys, evaluation reports as requested by FTF or quality assurance personnel	Program Manager	Ongoing	Monthly reports to “First Things First”
Reporting	Ensure all reports are provided to FTF in a timely manner as specified in the contract	Program Manager	Ongoing	Monthly reports and computerized documentation by Quality First. Carefacts updates at least every 5 days.



## Attachment Form C

### STANDARD LINE ITEM BUDGET INSTRUCTIONS

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. **Limit** your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e., Sub grants), Other Operating Expenses and Administrative/Indirect Costs and to the budget subcategories listed.

As shown, a line item budget justification for each component must be included and describe the procedure for determining the cost of budget categories in the budget narrative. Detail in the line item budget narrative strengthens the items requested in the line item budget by describing how the cost was determined, the benefit of the item to the program and the how the item is essential for the program's success.

Please keep in mind that requested funds must follow the original scope of work and must follow the basic guidelines for grantees related to allowability of costs that demonstrate reasonableness for the project and are necessary for the successful implementation of the program. Items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related to the project's implementation. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
  - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
  - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.

# Attachment C – Line Item Budget

Budget Period: July 1, 2011 – June 30, 2012

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$3,500.00</b>
Salaries	Accounting Services	\$3,500.00	\$3,500.00
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$</b>
Fringe Benefits or Other ERE			
	<b>Professional and Outside Services Sub Total</b>		<b>\$</b>
Contracted Services			
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$4,000.00</b>
In-State Travel	Hotels and per diem / 4 trainings	\$4,000	\$4,000.00
Out of State Travel			
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	<b>\$</b>
Subgrants or Subcontracts to organizations/agencies/entities			
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$9,627.90</b>
<ul style="list-style-type: none"> <li>• Telephones/Communications Services</li> <li>• Internet Access</li> <li>• General Office Supplies</li> <li>• Food</li> <li>• Rent/Occupancy</li> <li>• Evaluation (non-contracted and non-personnel expenses)</li> <li>• Utilities</li> <li>• Furniture</li> <li>• Postage</li> <li>• Software (including IT supplies)</li> <li>• Dues/Subscriptions</li> <li>• Advertising</li> <li>• Printing/Copying</li> <li>• Equipment Maintenance</li> <li>• Professional Development/Staff Training</li> <li>• Conference Workshops/ Training Fees for Staff</li> <li>• Insurance</li> <li>• Program Materials</li> <li>• Program Supplies</li> <li>• Scholarships</li> <li>• Program Incentives</li> </ul>	Pens, paper, etc Trainings, Daycare Personnel  Work Station Correspondence  Natl Assoc. of Ed of Young Child.  Ink Jets Calibration of Equipment Training Workshops CCHC Training Supplies	\$517.90 \$200.00  3,800.00 \$100.00  \$90.00 x 3  \$596.00 \$350.00 \$200.00 40.00	\$517.90 \$200.00  3,800.00 \$100.00  \$270.00  \$596.00 350.00 200.00 40.00
	Educational Materials/Pamphlets	\$1,00.000	1,000.00
	Handwashing Supplies	554.00	554.00
	Possters/coloring books, etc.	\$2,000.00	2,000.00
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	<b>\$5,463.00</b>
Equipment \$4,999 or less in value	See Narrative		\$5,463.00
<b>Subtotal Direct Program Costs:</b>			<b>\$</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$2,510.10</b>
Indirect/Admin Costs		\$2,510.10	\$
<b>Total</b>		<b>\$</b>	<b>\$25,101.00</b>

The budget should be adequate to ensure that the appropriate number of Centers and Homes designated for services through the award can be achieved. The following chart represents the distribution of funding available for the award and the number of anticipated centers and homes that can be served through this award.

Regional Partnership Council Participation	\$25,101
Gila Regional Partnership Council <ul style="list-style-type: none"> <li>• <b>\$13,101 for State Quality First Participation</b> <ul style="list-style-type: none"> <li>○ <b>1 Centers</b></li> <li>○ <b>3 Homes</b></li> </ul> </li> <li>• <b>\$12,000 for State Quality First Regional Expansion Participation</b> <ul style="list-style-type: none"> <li>○ <b>3 Centers</b></li> <li>○ <b>0 Homes</b></li> </ul> </li> </ul>	

## Attachment Form C (Continued)

### BUDGET NARRATIVE EXPLANATION

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form (Attachment C Line Item Budget). Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative for your Line Item Budget of 12 months. Limit your budget categories and subcategories to those listed.***

**NOTE:** Briefly highlight any changes to your budget from the previous Fiscal Year, particularly those line items where your budget has increased. If the total funds available under this contract have increased from the previous year, only one description of the sum of budget increases is needed.

**Personnel Services:** The accounting clerk will continue to be the only position paid for by this grant. The set amount per grant has been **reduced to \$3,500.00**

**Employee Related Expenses:** None

**Professional and Outside Services:** None

**Travel:** Hotels 4 nights for three CCHC's for training at \$100.00 totals \$1,200  
Per Diem at \$25.00/day per CCHC times 12 days totals \$300.00  
Vehicle lease from county pool: \$2,500.00  
Grand Total is a **reduction** of \$375.00 to **total \$4,000.00**

**Aid to Organizations or Individuals:** N/A

**Other Operating Expenses:** *Categorized in the following categories:*

Telephones / Communications Services:

Internet Access: N/A

General Office Supplies: *Note pads, pencils, pens, staplers for 2 locations, supplies to set up new work area. **\$517.90** (An increase of \$317.90)*

Food: *8 classes (4 at each site for providers/parents @ \$50.00) - \$200.00*

Rent/Occupancy: N/A

Evaluation (non-contracted and non-personnel expenses): N/A

Utilities: N/A

Furniture: **\$3,500.00 work station for CCHC** (Program expansion requires CCHC to have own desk instead of sharing with other workers)

Postage: *For correspondence with day care providers \$100.00*

Software (including IT supplies): None

Dues/Subscriptions: **Dues for 3 CCHC – Nat'l Assoc. of Education of Young Children \$270.00**

Advertising:

Printing/Copying:

- *Ink Jets for Printers: 3 black @ \$137 each and 1 color @ \$185.00 - \$596.00*

Equipment Maintenance: *Calibration of equipment (2) \$350.00*

Professional Development/Staff Training: Registrations for training **\$200.00**

Conference Workshops/ Training Fees for Staff: *Materials for CCHC training in Phoenix - \$40.00*

Insurance: None

Program Materials: *Educational Materials – Pamphlets* - \$1,000.00

Program Supplies: Glitterbug Potion and Glitterbug Powder \$554.00

- *GlitterBug Potion Pump Bottle case of 24 - \$361 and case of Powder - \$193 to be used for handwashing training.*

Scholarships: *N/A*

Program Incentives: *Posters for Day Cares, Educational coloring books, literature, etc. for parents and children.* - \$2,000.00

The total amount is **\$9,627.90**, an **increase of \$4,077.90**

### **Non-Capital Equipment:**

2 Multimedia Projectors (Globe/Payson Offices) @ \$650.00	Total	\$1,300.00
2 Projector Screens @ \$200.00		400.00
2 GlitterBug MaxiCam Kits with Carry Bag @ \$700.00		1,400.00
2 GlitterBug Buddy Kits @ \$160.00		320.00
Vision Equipment		
2 color keys @ \$85.00		170.00
1 color key @ \$80.00		80.00
1 lang stereopsis @ 130.00		130.00
1 Good lite LED Instra Line Quantum \$1,663.00		1,663.00

Grand Total: \$5,463.00

**This is an increase of \$585.00.**

### **Administrative/Indirect Costs: \$2,510.10**

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

*Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.*

- ☐ **Option A - Administrative Costs:** *with proper justification and description explaining how these costs are consistent with the agency's cost allocation for how these costs are consistently treated for funds received by the agency. Sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.*

**Or**

- ☐ **Option B - Federally Approved Indirect Costs:** *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up*

to 10% of the grant request. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

***Our current county rate is 10% option A***

## Attachment Form D

### KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Lorraine Dalrymple Title: Health Services Program Manager FTE on this project: 2%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Staff RN – Pediatrics</li><li>• RN Pediatric Home Care</li><li>• CCHC Certification</li></ul>
Name: Michelle Craft (Graney) Title: Public Health Nurse FTE on this project: 10%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• CCHC Certification</li></ul>
Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 10%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• CCHC Certification</li></ul>
Name: Ramona (Ginnie) Scales Title: Public Health Nurse FTE on this project: 5%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Associate in Child Development</li><li>• Early Childhood Education Certificate (2002)</li><li>• CCHC Certified</li></ul>

**\*In addition to this overview, please attach a resume (for current personnel if not previously submitted to First Things First) or a job description (for positions to be hired and not previously submitted to First Things First) for the key individuals involved in the project.**

## Attachment E

### DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program\*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
<b>TOTAL:</b>			0

\*Should include only those funds that will support the program detailed the awarded First Things First grant award



# Attachment Form F

## FIRST THINGS FIRST STANDARD INFORMATION FORM AND AUTHORIZED RENEWAL SUBMISSION SIGNATURE

### A. Agency Information:

Program Name (if applicable) Gila County Child Care Health Consultant Program  
Agency Gila County Division Of Health and Community Services Contact Person Lorraine Dalrymple  
Address 5515 S. Apache Avenue, Suite 100 Position Health Services Program Manager  
Address \_\_\_\_\_ Email ldalrymp@co.gila.az.us  
City, State, Zip Globe, AZ 85501 Phone (928) 402-8807 Fax (928) 425-0794  
County Gila Employer Identification Number: 86-6000444  
Agency Classification: ☐ State Agency ☒ County Government ☐ Local Government ☐ Schools ☐ Tribal  
☐ Faith Based ☐ Other

If any of your agency's vendor information has changed, an updated Substitute W-9 Form is necessary to change payment information.  
[http://www.gao.az.gov/onlineforms/forms/AZ\\_subw-9\\_010410.pdf](http://www.gao.az.gov/onlineforms/forms/AZ_subw-9_010410.pdf)

In which Congressional (Federal) District is your agency? Enter District # 1  
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 5  
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?  
\$ \$7,101,400.00

What is your organization's fiscal year-end date? 6/30/

Accounting Method: ☐ Cash ☒ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Y N**

Please provide contact information of the audit firm conducting your audit:

Agency Miller, Allen & Co., P.C.  
Address 5333 North 7<sup>th</sup> Street, Suite 100, Phoenix, AZ 85014  
Phone Number (602) 264-3888

## **B. Proposed Program Information / Description:**

Amount requested: \$25,101.00

Service area of proposed program: Gila County

Target population of proposed program: State and Regional "Quality First" Child Care providers

### **Target Service Unit(s) – Lead First Things First Strategy**

These are the assigned Target Services Units for your primary strategy award from First Things First. Please indicate the Target Number for each Target Service Unit(s) for the 2011 – 2012 implementation period. **If you are not providing services for a particular Target Service Unit within the assigned Strategy please indicate with "NA".** Indicating with a "0" indicates that you are providing services but anticipate serving "0" services for that Target Service Unit(s), NA indicates you are not providing services for that Target Service Unit(s).

**IMPORTANT:** Please find the full listing of First Things First Target Service Unit descriptions loaded in PGMS under Grantee Resources within a folder called Target Service Units.

Target Services Numbers should match the Target Numbers identified in Attachment C. If you note differences in expected Targets, please describe why there is a difference in the program narrative.

### **State Quality First CCHC**

Number of **home based providers** to be served: 3 \_\_\_\_\_

Number of **center based providers** to be served: 1 \_\_\_\_\_

### **Regional Quality First Expansion CCHC**

Number of **home based providers** to be served: 0 \_\_\_\_\_

Number of **center based providers** to be served: 3 \_\_\_\_\_

### C. Contact Information

We strive to make sure our Partners and Grant Management System (PGMS) is always updated with the correct program contact information. Please provide us with updated contact names, addresses, phone numbers, fax numbers, email addresses, etc .for the four (4) designated contact areas in PGMS and we'll confirm the information to be correct in PGMS. Thank You!

---

**Main Contact Information** – This should be information for the person designated as the Main contact for this grant award.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

---

**Program Contact Information** – This should be information for the person designated as the Program contact for this grant award.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

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**Financial Contact Information** – This should be information for the person designated as the Financial contact for this grant award.

Contact Person: Renee Omstead

Position Accounting Clerk

Address 5515 S. Apache Avenue, Suite 200

City, State, Zip Globe, AZ 85501

Email romstead@co.gila.az.us

Phone (928) 402-4332 x      Fax (928) 425-0794

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**Evaluation Contact Information** – This should be information for the evaluation contact person within the grant awarded.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

**D. Proposed Program Information / Description:**

Please make sure the description provided is current and accurate. This program information and description is the public summary First Things First uses to describe your program.

Please provide a **brief** description of the **proposed program** in one or two paragraphs.

**Program Description:**

This program will provide health consultation services by Certified Child Care Health Consultants (CCHC's) to regulated child care providers enrolled in Quality First. The CCHC's provide guidance regarding health and safety issues to participating providers.

**E. Authorized Approval and Signature for Renewal Package**

Authorized Signature for submission of renewal package including all Attachments and Response to Renewal Questions. This signed submission of renewal package continues the terms, conditions, amendments, standards of practice, target service units, and data, narrative and financial reporting requirements provided by First Things First for this grant award within this document, the original RFGA/agreement and all clarifications.

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Job Title: Chairman, Board of Supervisors \_\_\_\_\_



**FIRST THINGS FIRST**

*The right system for bright futures*

**CONTRACT RENEWAL NOTIFICATION**

**Renewal Award Notification Year 2**

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of

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**Grant Agreement/Contract Award #**

GRA-STATE-10-0070-01

**Renewal Award #**

GRA-STATE-10-0070-01-Y2

Early Childhood  
Development and  
Health Board  
(First Things First)

4000 North Central  
Avenue, Suite 800  
Phoenix, Arizona 85012

(602) 771-5000  
(602) 265-0009 fax

**CONTRACTOR:**

Gila County  
5515 South Apache, Suite 100  
Globe, AZ 85501

**PURPOSE OF AMENDMENT:**

1. Pursuant to Special Terms and Conditions, "Contract Renewal", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to renew the Grant Agreement/Contract Award number referenced above. The renewal award period is July 1, 2010 through June 30, 2011.
2. Total award amount for the contract period is \$26,666.00
3. The Grantee is responsible for all updated Standards of Practice located for reference in the First Things First Grant Management System known as PGMS under Grantee Resources.
4. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents, and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment.

Signature

Michael A. Pastor

Name Michael A. Pastor

Title Chairman of the Board of Supervisors

Date 8-31-10

**Approved As To Form**

Bryan B. Chambers

**Bryan B. Chambers  
Chief Deputy Gila County Attorney**

The above referenced amendment is hereby executed effective July 1, 2010 once signed and dated below:

Jeanne Weeks

Senior Grants and Contracts Procurement Specialist

Date



**FIRST THINGS FIRST**

*The right system for bright futures*

**CONTRACT RENEWAL NOTIFICATION**

**Renewal Award Notification Year 2**

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of

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**Grant Agreement/Contract Award #**  
GRA-STATE-10-0070-01

**Renewal Award #**  
GRA-STATE-10-0070-01-Y2

Early Childhood  
Development and  
Health Board  
(First Things First)

4000 North Central  
Avenue, Suite 800  
Phoenix, Arizona 85012

(602) 771-5000  
(602) 265-0009 fax

**CONTRACTOR:**

Gila County  
5515 South Apache, Suite 100  
Globe, AZ 85501

**PURPOSE OF AMENDMENT:**

1. Pursuant to Special Terms and Conditions, "Contract Renewal", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to renew the Grant Agreement/Contract Award number referenced above. The renewal award period is July 1, 2010 through June 30, 2011.
2. Total award amount for the contract period is \$26,666.00
3. The Grantee is responsible for all updated Standards of Practice located for reference in the First Things First Grant Management System known as PGMS under Grantee Resources.
4. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents, and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment.

Signature

Name Michael A. Pastor

Title Chairman of the Board of Supervisors

Date 8-31-10

**Approved As To Form**

**Bryan B. Chambers**  
Chief Deputy Gila County Attorney

The above referenced amendment is hereby executed effective July 1, 2010 once signed and dated below:

\_\_\_\_\_  
Jeanne Weeks

Senior Grants and Contracts Procurement Specialist

\_\_\_\_\_  
Date

## **FIRST THINGS FIRST NOTICE OF RENEWAL CONSIDERATION**

**TO:** First Things First Grantee

**FROM:** Sheila Hoppe, Todd Mason & Sallie Fimbres  
First Things First Finance Division

**RE:** Renewal Information

**DATE:** April 29, 2010

---

Your current grant program is eligible for renewal funding consideration from First Things First.

First Things First may award programs at a maintenance effort, increased funding or decreased funding based on a number of factors. Continued funding is contingent upon the grantee's adherence to the terms and conditions as set forth in the original RFGA or grant agreement, program and financial performance, and must be current with all data and narrative reports.

Attached please find the format for the Renewal Package for First Things First Grant Programs. The Renewal Package Cover Page includes information on the following Attachments:

- Attachment A – Narrative response to First Things First questions related to implementation and data collection
- Attachment B – Implementation Plan
- Attachment C – Budget & Budget Narrative
- Attachment D – Key Personnel
- Attachment E – Disclosure of Other Funding
- Attachment F – Standard Data Collection Form

First Things First Finance or Policy staff may contact you with clarifications submitted in your renewal package prior to the formal Grant Agreement Amendment for authorized signature being sent that will continue the award based on the original agreement. Renewal questions or clarifications on renewal information can relate to any report submission, review of the original Grant Agreement information and progress toward implementation of the originally approved program.

Contracts will be in effect from the date of award (anticipated July 1, 2010) through June 30, 2011. All other rules and regulations, and special terms and conditions from awarding RFGA or grant agreement will remain in effect for the contract period.

Renewal applications must be received by **May 14, 2010 by 3:00 pm** and submitted via email, mail or fax to Sallie Fimbres. Sallie Fimbres will work with your identified Finance lead (Sheila Hoppe or Todd Mason) in coordination with the Policy Division and/or Region Division for getting resolution to any questions you may have. Please address any questions to Sallie Fimbres at [sfimbres@azfft.gov](mailto:sfimbres@azfft.gov) or (602) 771-5035 or via fax at (602) 265-0009.

Thank you and we look forward to reviewing your renewal package.



**First Things First**  
**Grant Renewal Package Instructions**  
**July 1, 2010 – June 30, 2011**

**Renewal Instructions**

Your First Things First grant is eligible for a program renewal by extending the current grant award from July 1, 2010 through June 30, 2011. Programs proposed for 2010-2011 cannot be different in scope than the current grant award.

<b>Grantee Name:</b>	Gila County Health Department
<b>First Things First Award Number:</b>	GRA-STATE-10-0070-01
<b>Strategy Name:</b> <i>(Internal Use Only)</i>	<i>First Things First Internal Use</i>
<b>Renewal Funding Eligible Amount:</b>	\$26,667

The renewal package does include narrative information as well as required forms as outlined in the following attachment sections:

**Program Implementation Narrative: (Attachment A)** Please provide a narrative response to the questions found in this Attachment.

**Program Implementation Plan: (Attachment Form B)** Please provide an updated implementation plan for your program for 2010 - 2011. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process. Please use any necessary narrative to further describe your program implementation (Question 2).

**2010-2011 Budget Forms (Attachment C – must include line item budget & narrative):**

- Line Item Budget Form
- Budget Narrative Explanation

**Key Personnel/Staff Overview: (Attachment Form D)** Please list all staff that will be paid from this grant program during the 2010-2011 grant cycle. This should match your line item budget & budget narrative. Submit resumes and/or staff change notification forms for new staff or those that have not yet been submitted to First Things First previously.

**Disclosure of Other Funding Sources (Attachment E)** – List any other funding utilized for this program administered by your agency.

**Data Collection & Authorized Signature (Attachment Form F):** Please complete all three sections detailing:

- The legal applicant
- The main, program, financial & evaluation contact information – these contacts should be what you want identified for this grant award in First Things First's Partner Grant Management System (PGMS)
- The program description – brief summary to be used for public descriptions of First Things First funded programs
- Authorized Renewal Submission Signature

Just a reminder, all other rules, regulations, and special terms and conditions from the awarding RFGA or Grant Agreement will remain in effect for the contract period. This renewal application information becomes part of the agreement and expectations for program implementation and performance.

First Things First provides program information with the public, the Board of First Things First, and often Regional Partnership Councils. The information regularly provided when discussing performance will include proposed information, data submission, program narrative information, and financial information. This information is also utilized as part of strategic planning and system building processes for state and regional efforts.

**Renewal Package Due Date:** Renewal Package must be *received* by **May 14, 2010 at 3:00 p.m.** and submitted via mail, fax or email to:

Sallie Fimbres

First Things First – Finance Division

[sfimbres@azftf.gov](mailto:sfimbres@azftf.gov)

(602) 771-5035

(602) 265-0009 (fax)

Please contact Sallie Fimbres if you have any questions about your Renewal Package.

## Attachment A

### Program Implementation Questions

Please provide a narrative response to the questions below. To ensure that you are not changing the scope of work of your original grant, you must use the same programs and/or strategies as described in your original proposal, unless you have obtained prior approval.

#### **Question 1** (Complete A, B, and/or C as appropriate)

**A)** If your program received approved modifications, please describe those modifications and how they will continue to be implemented in 2010-2011.

**B)** If you have proposed modifications moving forward, please describe how they will enhance program implementation and/or why they are necessary for the program to be successful in 2010-2011.

**C)** If there are no modifications or no planned modifications, please indicate no modifications necessary and provide a brief description of the existing program implementation as proposed in Question 2. ***No modifications have been made.***

#### **Question 2**

Please provide a brief narrative description of your proposed program that will be implemented in 2010-2011. This description should match information provided in your Implementation Plan (Attachment B) and explain anything from the Implementation Plan needing additional description. ***This program will provide health consultation services by Child Care Health Consultants (CCHC) to regulated child care providers enrolled in Quality First. The CCHC's will provide guidance regarding health and safety issues as described in the "First Things First" contract to participating providers.***

#### **Question 3**

Please describe current and ongoing plans for data collection and submission, including how your program is using data to promote optimal service and ongoing improvement. ***Monthly reports will be submitted to "First Things First" using the required form. We have ordered two laptops for our CCHC's which should be arriving around July 22, 2010. Both CCHC's are scheduled to meet with CeCe to do a daycare inspection. A meeting will be scheduled with Kathy Ford for training on the Omaha System of Documentation and the CareFacts computerized charting system as soon as possible after July 22, 2010.***

# Attachment Form B

## 2010 – 2011 Implementation Plan

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Preparation	Continue to purchase equipment and Supplies for CCHC's	Program Manager	October 1, 2010	Purchase orders/invoices
	Purchase Incentives for Child Care Centerw	CCHC's	September 1, 2010	Purchase orders/invoices
	Purchase supplies to promote CCHC program	Program Manager	October 1, 2010	Purchase orders/invoices
	Additional Training of CCHC	Program Manager	September 1, 2010	Certificate of Attendance Invoices for travel expenses.
Training	Provide CCHC Training for new RN	Program Manager	December 31, 2010	Certificate of Attendance
	Provide review	Program Manager	October 31, 2010	Meet with CCHC to discuss any concerns
	Set up necessary paperwork and travel needs for CCHC inspections	Program Manager and CCHC's	September 1, 2010	Monthly report
Coordination	Contact Quality First Daycare Centers To provide assessments & assistance	CCHC's	September 1, 2010	Scheduled appointments
	Confirm dates of community Health fairs	Program Manager	Ongoing	Attendance to events
Outreach	Develop Presentation Board promoting the CCHC Program and "First Things First" to be displayed at Health Fairs.	Program Manager and CCHC's	November 1, 2010	Invoices and attendance to events
Implementation	Schedule Daycare visits to provide assessments and assistance	CCHC's	September 1, 2010	Reports to "First Things First"
	Ensure reports are complete and accurate	Program Manager	October 1, 2010	Reports to "First Things First"



## Attachment Form C

### STANDARD LINE ITEM BUDGET INSTRUCTIONS

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e., Sub grants), Other Operating Expenses and Administrative/Indirect Costs and to the budget subcategories listed.

As shown, a line item budget justification for each component must be included and describe the procedure for determining the cost of budget categories in the budget narrative. Detail in the line item budget narrative strengthens the items requested in the line item budget by describing how the cost was determined and the benefit of the item to the program and is essential for the program's success.

Please keep in mind that requested funds must follow the original scope of work and must follow the basic guidelines for grantees related to allowability of costs that demonstrate reasonableness for the project and are necessary for the successful implementation of the program. Items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related to the project's implementation. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
  - For example – a cost may not be assigned to another grant award as a indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as an direct cost.
  - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First is not consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.

# Attachment C – Line Item Budget

Budget Period: July 1, 2010 – June 30, 2011

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>			
Salaries	Accounting Services	\$5,000.00	\$5,000.00
<b>EMPLOYEE RELATED EXPENSES</b>			
Fringe Benefits or Other ERE			
<b>PROFESSIONAL AND OUTSIDE SERVICE</b>			
Contracted Services			
<b>TRAVEL</b>			
In-State Travel	Trainings and Meetings	\$4,375.00	\$4,375.00
Out of State Travel			
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>			
Subgrants or Subcontracts to organizations/agencies/entities			
<b>OTHER OPERATING EXPENSES</b>			
<ul style="list-style-type: none"> <li>• Telephones/Communications Services</li> <li>• Internet Access</li> <li>• General Office Supplies</li> <li>• Food</li> <li>• Rent/Occupancy</li> <li>• Evaluation (non-contracted and non-personnel expenses)</li> <li>• Utilities</li> <li>• Furniture</li> <li>• Postage</li> <li>• Software (including IT supplies)</li> <li>• Dues/Subscriptions</li> <li>• Advertising</li> <li>• Printing/Copying</li> <li>• Equipment Maintenance</li> <li>• Professional Development/Staff Training</li> <li>• Conference Workshops / Training Fees for Staff</li> <li>• Insurance</li> <li>• Program Materials</li> <li>• Program Supplies</li> <li>• Scholarships</li> <li>• Program Incentives</li> </ul>	Charts, pens, staplers Trainings/Daycare personnel          Correspondence          Presentation Board/Cards Ink Jets Calibration of Equipment CCHC Training Training Workshop  Pamphlets, etc. Handwashing Supplies  Posters/Coloring Books, etc.	\$200.00 \$200.00          \$100.00          \$380.00 \$596.00 \$350.00 \$130.00 \$ 40.00  \$1,000.00 \$ 554.00  \$2,000.00	\$200.00 \$200.00          \$100.00          \$380.00 \$596.00 \$350.00 \$130.00 \$ 40.00  \$1,000.00 \$554.00  \$2,000.00
<b>CAPITAL EQUIPMENT</b>			
Equipment \$5,000 or greater in value			
<b>NON-CAPITAL EQUIPMENT</b>			
Equipment \$4,999 or less in value	Multimedia Projector Vision equipment Handwashing Travel Boxes	\$600.00 \$2,068.00 \$1,710.00 \$500.00	\$4,878.00
<b>SUBTOTAL OF DIRECT COSTS</b>		\$	\$19,803.00
<b>INDIRECT COSTS</b>			
INDIRECT COSTS	10%	\$1,907.30	\$ 1,980.30
<b>Total Costs</b>		\$	\$21,783.30

## Attachment Form C (Continued)

### BUDGET NARRATIVE EXPLANATION

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form (Attachment C Line Item Budget). Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative for your Line Item Budget of 12 months. Limit your budget categories and subcategories to those listed.***

**Personnel Services:** *Due to the amount offered for this program position, Gila County has chosen to use the funds for programmatic supplies and to provide our trained CCHC's to implement the program as indicated. A Health Services Accounting Clerk will be the only position paid for by this grant. Set Amount per grant of \$5,000.00*

**Employee Related Expenses:** *None*

**Professional and Outside Services:** *None*

**Travel:** *Although the contract requires payment at the state rate, the county will only reimburse employees at the county rate. Therefore, the reimbursement for this cost has been obtained by using the county rates.*

*Hotels: \$1,500 Per Diem: \$375 Vehicle lease from county pool: \$2,500. Total: \$4,375.00  
Includes 4 hotel stays for two current CCHC's to stay in Tuscan for evaluations and computer training.  
Includes 11 hotel stays for new nurse to travel to Phoenix and Tuscan for CCHC Training, evaluation and computer training. Per Diem is 15 days @ \$25.00 a day county rate. Vehicle lease from the county pool is for above travel, additional travel to meetings, travel to day care centers and to presentations for day care staff and parents.*

**Aid to Organizations or Individuals:** *N/A*

**Other Operating Expenses:** *Categorized in the following categories:*

*Telephones / Communications Services:*

*Internet Access: N/A*

*General Office Supplies: Note pads, pencils, pens, staplers for 2 locations - \$200.00*

*Food: 8 classes (4 at each site for providers/parents @ \$50.00) - \$200.00*

*Rent/Occupancy: N/A*

*Evaluation (non-contracted and non-personnel expenses): N/A*

*Utilities: N/A*

*Furniture: None*

*Postage: For correspondence with day care providers \$100.00*

*Software (including IT supplies): None*

*Dues/Subscriptions: None*

*Advertising:*

- Presentation Board to be used to promote the CCHC Program and FTF at Health Fairs - \$260.00*
- Business Cards for CCHC's (3 CCHC's @ \$40.00 per CCHC) \$120.00*

*Printing/Copying:*

- Ink Jets for Printers: 3 black @ \$137 each and 1 color @\$185.00 - \$596.00*

*Equipment Maintenance: Calibration of equipment (2) \$350.00*

*Professional Development/Staff Training:*



Conference Workshops/ Training Fees for Staff: *Materials for CCHC training in Phoenix* - \$40.00

Insurance: *None*

Program Materials: *Educational Materials – Pamphlets* - \$1,000.00

Program Supplies:

- *GlitterBug Potion Pump Bottle case of 24* - \$361 and case of Powder - \$193 to be used for handwashing training.

Scholarships: *N/A*

Program Incentives: *Posters for Day Cares, Educational coloring books, literature, etc. for parents and children.* - \$2,000.00

**Non-Capital Equipment:**

- *Multimedia Projector* - \$600.00.
- *2 GlitterBug MaxiCam Kits with Carry Bag* - \$1,470. (*handwashing training at two sites for parents/staff.*)
- *Vision Equipment: Train staff on vision screenings (loan to Day Cares when needed)* - \$2,068.00
  - *2 color keys*- \$250.00
  - *1 lang stereopsis* - \$130.00
  - *1 Good lite LED Insta Line Quantum* \$1663.00
  - *Opaque Occlude Glasses* \$25.00
- *2 GlitterBug Buddy Kits* - \$240.00 (*Handwashing kits to be loaners to Day Cares to educate children.*)
- *Travel Boxes (4) to transport laptops, playground inspection equipment, and information (2 per CCHC) 4 @ \$125.00* - \$500.00.

**Administrative/Indirect Costs:** *Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

*Our current county rate is 10% option A.*

## Attachment Form D

### KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Lorraine Dalrymple Title: Health Services Program Manager FTE on this project: 2%	<ul style="list-style-type: none"> <li>• Registered Nurse</li> <li>• Staff RN – Pediatrics</li> <li>• RN Pediatric Home Care</li> <li>• CCHC Certification</li> </ul>
Name: Michelle Craft (Graney) Title: Public Health Nurse FTE on this project: 10%	<ul style="list-style-type: none"> <li>• Registered Nurse</li> <li>• CCHC Certification</li> </ul>
Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 10%	<ul style="list-style-type: none"> <li>• Registered Nurse</li> <li>• CCHC Certification</li> </ul>
Name: Ramona (Ginnie) Scales Title: Public Health Nurse FTE on this project: 5%	<ul style="list-style-type: none"> <li>• Registered Nurse</li> <li>• Associate in Child Development</li> <li>• Early Childhood Education Certificate (2002)</li> <li>• To be CCHC Certified</li> </ul>
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

**\*In addition to this overview, please attach a resume (for current personnel if not previously submitted to First Things First) or a job description (for positions to be hired and not previously submitted to First Things First) for the key individuals involved in the project.**

# Ramona Scales

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## Objective

To obtain a position that allows me to utilize my RN license and work with the public.

## Experience

08/2009--present Team Select Home Health Care Mesa, AZ

### Home Health Nurse

- Complete home assessments as ordered
- Maintain communication with doctors, other health care professionals as needed
- Client teaching (med, disease process, safety, ect.) as needed
- Complete necessary paperwork in a timely manner

10/2008-08/2009 Copper Mountain Inn Globe, AZ

### Noc Charge Nurse

- Administer medications (oral, injectable, sl, iv), accuchecks as ordered
- Physical assessments on residents as needed
- Accept worker call-offs, find replacements for shift, deal with disputes as needed

8/2006-5/2008 Eastern Arizona College Globe, AZ

### Nursing Student

- Complete necessary classroom work
- Complete clinical trainings in a professional manner
- Maintain certificates as required for program

8/2001-8/2004 Pinal Gila Community Child Services Globe, AZ

### Teacher

- Run a licensed classroom for appropriate age group
- Provide educational, physical, and nutritional experiences
- Complete necessary paperwork as needed
- Attend conferences and trainings needed for job
- Continue educational agreement with facility

## Education

1998-2008 Eastern Arizona College Globe, AZ

- AAS Nursing (2008)
- Child Development Associate
- Early Childhood Education Certificate (2002)
- AAS Business (2001)

## Attachment E

### DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program\*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
<b>TOTAL:</b>			0

\*Should include only those funds that will support the program detailed the awarded First Things First grant award.

## Attachment Form F

### FIRST THINGS FIRST STANDARD DATA COLLECTION FORM & AUTHORIZED RENEWAL SUBMISSION SIGNATURE

#### A. Agency Information:

Program Name (if applicable) Gila County Child Care Health Consultant Program  
Agency Gila County Division Of Health and Community Services Contact Person Lorraine Dalrymple  
Address 5515 S. Apache Avenue, Suite 100 Position Health Services Program Manager  
Address \_\_\_\_\_ Email ldalrymp@co.gila.az.us  
City, State, Zip Globe, AZ 85501 Phone (928) 402-8807 Fax (928) 425-0794  
County Gila Employer Identification Number: 86-6000444  
Agency Classification: ☐ State Agency ☒ County Government ☐ Local Government ☐ Schools ☐ Tribal  
☐ Faith Based ☐ Other

If any of your agency's vendor information has changed, an updated Substitute W-9 Form is necessary to change payment information.  
[http://www.gao.az.gov/onlineforms/forms/AZ\\_subw-9\\_010410.pdf](http://www.gao.az.gov/onlineforms/forms/AZ_subw-9_010410.pdf)

In which Congressional (Federal) District is your agency?  
<http://www.azredistricting.org> (click on Final Maps)

Enter District # 1

In which Legislative (State) District is your agency?  
<http://www.azredistricting.org> (click on Final Maps)

Enter District # 5

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?  
\$ \$7,101,400.00

What is your organization's fiscal year-end date? 6/30/

Accounting Method: ☐ Cash ☒ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Y N**

Please provide contact information of the audit firm conducting your audit:

Agency Miller, Allen & Co., P.C.

Address 5333 North 7<sup>th</sup> Street, Suite 100, Phoenix, AZ 85014

Phone Number (602) 264-3888

## **B. Contact Information**

We strive to make sure our Partners and Grant Management System (PGMS) is always updated with the correct program contact information. Please provide us with updated contact names, addresses, phone numbers, fax numbers, email addresses, etc. for the four (4) designated contact areas in PGMS and we'll confirm the information to be correct in PGMS. Thank You!

**Main Contact Information** – This should be information for the person designated as the Main contact for this grant award.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

**Program Contact Information** – This should be information for the person designated as the Program contact for this grant award.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

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**Financial Contact Information** – This should be information for the person designated as the Financial contact for this grant award.

Contact Person Bree'na York

Position Division Fiscal Manager

Address 5515 S. Apache Avenue, Suite 200

City, State, Zip Globe, AZ 85501

Email byork@co.gila.az.us

Phone (928) 402-8667 Fax (928) 425-9468

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**Evaluation Contact Information** – This should be information for the evaluation contact person within the grant awarded.

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone (928) 402-8807 Fax (928) 425-0794

**C. Proposed Program Information / Description:**

Please make sure the description provided is current and accurate. This program information and description is the public summary First Things First uses to describe your program and is the summary information shared with the Board of First Things First and often times Regional Partnership Councils related to Statewide Programs.

Please provide a brief description of the **proposed program** in one or two paragraphs.

**Program Description:**

This program will provide health consultation services by Certified Child Care Health Consultants (CCHC's) to regulated child care providers enrolled in Quality First. The CCHC's provide guidance regarding health and safety issues to participating providers.

**D. Approval & Signature for Renewal Package** (this isn't a formal agreement signature, for the Pima County Health Department, we'll send a formal grant agreement related document for formal approval signature – this is intended to be programmatic authorized approval according to the requirements in place at Pima County)

Authorized Signature: \_\_\_\_\_

Michael A. Pastor,


Date

7/27/10

Job Title \_\_\_\_\_

Chairman of the Board of Supervisors

Approved As To Form

  
Bryan B. Chambers  
Chief Deputy Pima County Attorney



# **GRANTEE AGREEMENT**

**GRA-STATE-10-0070-01**

## **Between The Arizona Early Childhood Development and Health Board And Gila County Division of Health and Community Services**

WHEREAS, A.R.S. Title 8, Chapter 13 charges the Arizona Early Childhood Development and Health Board (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Gila County Division of Health and Community Services (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

### **I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

### **II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on March 1, 2010 and shall terminate on June 30, 2010.

### **III. DESCRIPTION OF SERVICES**

1. The GRANTEE shall provide the following summarized services for the GRANTOR as approved and summarized below:
  - a. Provide health consultation services by Child Care Health Consultants to regulated child care providers (centers and homes) enrolled in Quality First, the quality improvement and rating system created by the Early Childhood Development and Health Board (ECDHB)
  - b. Provide health consultation services to regulated child care providers that are not participants of Quality First.
  - c. Provide day to day supervision, salary and benefits, practice liability protection and any other employee-related services comparable to other employees in the same employee classification.
  - d. Support the Child Care Health Consultant to participate in technical assistance/mentoring visits from the First Things First designated statewide support and quality assurance agency. Receive, review and resolve quality performance issues.
  - e. Assure the CCHC remains current with professional licensure/ certifications which qualify the CCHC to perform services related to this contract.

- f. Provide and maintain an adequate workspace for the CCHC and provide telephone and internet access.
  - g. Provide books and materials as appropriate.
  - h. Provide a multimedia projector and laptop computer.
  - i. Support local travel and instate travel to serve designated child care centers and homes within the region and to attend Quality First-required meetings and training sessions. Provide an agency vehicle or mileage reimbursement for miles traveled in the CCHC's insured personal vehicle.
  - j. Support CCHC to attend continuing education provided by First Things First's statewide administrative entity.
  - k. Evaluation: Curriculum Vitae or professional resume of hired CCHC.
  - l. Submit the Grant Management Forms provided by First Things First (Attachments B - E) and return prior to August 31, 2009.
2. The contractor's CCHC(s) will provide consultation, technical assistance, case coordination and case management to child care programs in the designated service area

Service methodology: For all child care centers and homes

- a) If applicable, participate with other team members such as the Quality First coach and contractors to implement the program improvement plan and assist child care providers to meet the health and safety objectives outlined in the approved plan.
- b) Either join the Quality First coach or schedule an initial meeting with the child care center director or child care home provider to be introduced; to provide an overview of the CCHC program; review health and safety issues identified in the assessment; provide guidance documents such as the Arizona Health and Safety Policy Manual for child Care Centers and other guidance documents that may be identified by Quality First; and plan for ongoing consultation.
- c) For those not enrolled in the Quality First program, schedule a meeting with the child care center director or child care home provider to introduce themselves; provide an overview of the CCHC program; provide guidance documents such as the Arizona Health and Safety Policy Manual for Child Care Centers and other guidance documents; and the plan for ongoing consultation.
- d) For those not enrolled in the Quality First program, complete an assessment of the child care center or home to identify priority areas to be addressed.
- e) Provide additional review of child care facility and/or staff needs that may include:
  - i. Indoor health and safety hazards to children and child care staff;
  - ii. Injury prevention and Safe, Active Play;
  - iii. Health and safety practices of child care staff ( i.e. hand washing, sanitation, dental health, physical fitness, nutrition; Serve as a resource to other agencies, organizations and educational institutions which provide consultation, monitoring or resources to child care programs.
  - iv. Measures and practices to prevent, recognize, and report communicable diseases, including staff and parent education;
  - v. Procedures for documenting and reporting children's immunizations;
  - vi. Health and safety policies, illness and injury logs;
  - vii. The status of child care provider' inclusion of children with special needs;
  - viii. Emergency preparedness plan;
  - ix. Communication among the child care provider, parent, and primary care provider;
  - x. Medication administration, recording, and storage;

- xi. Health insurance and health care access; and other identified child health and safety concerns.
- xii. Guidance, support, referrals and access to care coordination for families and child care providers to access mental health consultation and educational services for the family, children, or child care providers.
- xiii. Educate children, their families and child care providers about child development, mental and physical health, safety, nutrition and oral health issues.
- c. This initial consultation visit protocol may be repeated when the director of a facility has changed.
- d. Provide additional consultation, problem solving by telephone,
- e. Provide additional education and training in group settings off site in conjunction with Quality First Coaches or other ECDHB staff.

Evaluation: Monthly report of activities in a format provided by FTF.

3. The CCHC will document activities and services utilizing the computerized documentation system designated by Quality First. The CCHC will:
  - a. Attend training on the Omaha System of Documentation and the CareFacts computerized charting system.
  - b. Be prepared to have the CareFacts software installed on the laptop provided by the contractor at the CareFacts training.
  - c. Keep all charting of visits and activities current within 5 working days of performance.
  - d. Maintain a signed, printed record of information and activities as the legal chart.
  - e. Perform the CareFacts update procedure at least every 5 days.

Evaluation: Attendance at CareFacts training, onsite chart review.

4. The contractor's CCHC will participate in CCHC systems development and marketing activities within the local community.

Service methodology: The contractor's CCHC will:

- a. Participate in First Things First systems development meetings, regional council meetings, and other events as appropriate.
- b. Provide community presentations regarding the role of child care health consultation in improving the status of health and safety in child care programs.
- c. Collect/report data, surveys, evaluation reports or other elements requested by FTF or quality assurance personnel.

Evaluation: Monthly report on form provided by FTF, copies of meeting agendas/minutes.

5. The CCHC shall not provide direct clinical services under this contract (i.e. injections, blood tests, health examination).

#### 6. Child Care Health Consultant Qualifications/Training

The Child Care Health Consultant may be a:

- a. Registered Nurse (RN) with a current Arizona license

- b. Advanced Practice Nurse with a current Arizona license and certification as an Advanced Practice Nurse (APN)
- c. Physicians Assistant with a current Arizona license or
- d. A Physician licensed to practice in the State of Arizona

In the event that a region is unable to recruit and hire one of the above, other health professionals with a minimum of a Bachelors Degree such as a registered dietician, certified Occupational Therapist, Physical Therapist or Speech/Language Pathologist; Mental Health Consultant or MSW or a Licensed Practical Nurse may be considered pending approval of a formal exemption request as outlined in Attachment A.

CCHC's must complete the sixty (60) hour National Training Institute (NTI) for Child Care Health Consultants curriculum program PRIOR to the beginning work as a CCHC.

#### 7. Experience, Knowledge and Skills

- a. A minimum of one year experience in a public health setting

The Child Care Health consultant must have

- b. Experience in providing consultation to and interacting with child care settings including family child care
- c. Knowledge of the following:
  - I. Child development and family dynamics
  - II. Immunization Schedules
  - III. ADHS Child Care Licensure
  - IV. Accreditation Systems
  - V. Quality Indicators
  - VI. Adult Learning
  - VII. Community Resource
  - VIII. Injury Prevention
  - IX. Recognition and Reporting requirements for child abuse and neglect
- d. Developed Skills in the following:
  - I. Interpersonal Communication
  - II. Training of Adult Learners
  - III. Facilitation
  - IV. Consultation Strategies
  - V. Collaborative Problem Solving
  - VI. Cultural Responsiveness
  - VII. Team Process
  - VIII. Computer Data Entry

#### IV. **MANNER OF FINANCING**

The GRANTOR shall:

- a) Provide up to \$20,000 to GRANTEE for services provided under Paragraph III.
- b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete

reimbursement documents to be submitted by the GRANTEE. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

**VI. FINANCIAL AUDIT**

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than \$500,000 from federal awards. *If the GRANTEE has expended more than \$500,000 in federal dollars, a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement.*

**VII. DEBARMENT CERTIFICATION**

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

**VIII. FUNDS MANAGEMENT**

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (<http://www.gao.az.gov/travel/>).

## **IX. REPORTING REQUIREMENTS**

Regular reports by the GRANTEE shall include:

### **a) Programmatic Reports**

The GRANTEE shall provide quarterly program activity reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. The report shall contain such information as deemed necessary by the GRANTOR.

- a. Quarterly reports are due:
  - i. July 20, 2010
  - ii. October 20, 2010
  - iii. January 20, 2011
  - iv. April 20, 2011
  - v. July 30, 2011 – Final Report
  - vi. The final programmatic report as submitted shall be marked FINAL

### **b) Financial Reimbursement**

The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted with the Reimbursement Cover Sheet template provided by the GRANTOR. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than thirty (30) days after the end of the Agreement. Requests for reimbursement received later than the thirty (30) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

## **X. ASSIGNMENT AND DELEGATION**

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

## **XI. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## **XII. SUBCONTRACTORS**

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

## **XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

## **XIV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

## **XV. RIGHT TO ASSURANCE**

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

## **XVI. CANCELLATION FOR CONFLICT OF INTEREST**

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any

other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

**XVII. THIRD PARTY ANTITRUST VIOLATIONS**

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

**XVIII. AVAILABILITY OF FUNDS**

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

**XIX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

**XX. ARBITRATION**

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

**XXI. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXII. ENTIRE AGREEMENT**

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or



added to except by a writing signed by all parties hereto in conformity with Section IX Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIII. RESTRICTIONS ON LOBBYING**

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXIV. LICENSING**

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXV. NON-DISCRIMINATION**

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

**XXVI. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVII. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXVIII. ADVERTISING AND PROMOTION OF AGREEMENT**

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

**XXIX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The GRANTOR reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full

and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds shall contain the following statement:

"This project was supported by the First Things First. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of First Things First."

The GRANTEE also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the GRANTOR to be placed on file and distributed as appropriate to other potential Grantees or interested parties. The GRANTOR may waive the requirement for submission of any specific publication upon submission of a request providing justification from the GRANTEE.

GRANTOR and GRANTEE recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the GRANTEE agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the GRANTOR. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the GRANTEE.

### **XXX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded under this agreement in whole or in part by the GRANTEE shall include closed captioning of the verbal content of such announcement.

### **XXXI. INDEMNIFICATION**

Indemnification Language for Public Agencies ONLY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

Indemnification Language for Non Public Agency. The parties to this Contract agree that Arizona Early Childhood Development and Health Board, its departments, Board and Councils shall be indemnified and held harmless by the Grantee for the vicarious liability of First Things First as a result of entering into this contract. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

#### **XXXII. CONFIDENTIALITY OF RECORDS**

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

#### **XXXIII. CONFIDENTIALITY OF GRANTEE 'S INFORMATION**

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

#### **XXXIV. TERMINATION 30 day written notice to either party**

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination and the reasons for it to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement.
- c) Either party may terminate this Agreement by providing (30) thirty days written notice to the other party.

#### **XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

#### **XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

### **XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

### **XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

### **XXXIX. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS**

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

#### **XL. Prohibition on Government Contracts**

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

#### **XLI. Legal Arizona Worker**

GRANTEE hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GRANTEE employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). GRANTEE shall further ensure that each subcontractor who performs any work for GRANTEE under this contract likewise complies with the State and Federal Immigration Laws.

#### **XLII. Prohibition on Government Contracts**

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

**XLIII. NOTICES**

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall address all program notices relative to this Agreement to:

Arizona Early Childhood Development and Health Board  
Attention: Finance  
4000 North Central, Suite 800  
Phoenix, Arizona 85012

The GRANTEE shall submit reimbursement requests relative to this Agreement to:

Arizona Early Childhood Development and Health Board  
Attention: Finance  
4000 North Central, Suite 800  
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

Lorraine Dalrymple, RN  
Health Services Program Manager  
Gila County Division of Health and Community Services  
5515 South Apache Avenue, Suite 100  
Globe, AZ 85501

**XLIV. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF  
Gila County Board of Supervisors**

  
\_\_\_\_\_  
Shirley Dawson - Michael A. Pastor  
Chairman, Board of Supervisors

Date

6/8/10


**FOR AND BEHALF OF THE  
Arizona Early Childhood Development  
And Health Board**

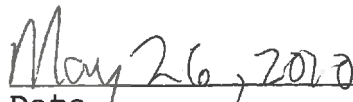
  
\_\_\_\_\_  
Rhian Evans Allvin  
Director

Date

6/17/10

APPROVED AS TO FORM

  
\_\_\_\_\_  
Bryan B. Chambers  
Chief Deputy County Attorney

  
\_\_\_\_\_  
Date May 26, 2010

## Attachment A

The exemption request shall be submitted to First Things First, indicating the name of the person for whom exemption is requested. Included in the exemption request should be:

1. An explanation of the reason for the request.
2. A resume or other indication of qualifications for those staff for whom an exemption is being requested, including educational degrees achieved and any current coursework leading to a degree.
3. A detailed listing of recruitment efforts to recruit staff who meet the required educational qualifications if applicable.

Designated members of the First Things First Policy and Research Team will review the submitted documentation and make the decision to approve or reject the Exemption request.

First Things First reserves the right to request additional information as needed to make a sound decision.

If recruitment efforts are found lacking in rigor, First Things First will require the grantee to design an action plan outlining more significant recruitment in the area of need prior to awarding an exemption.

A notice of approval or rejection will be sent to the grantee within ten (10) business days of receipt of the request.

Progress of personnel hired through an exemption must be documented by grantees on the monthly report.

## **Attachment B**

### **FIRST THINGS FIRST STANDARD DATA COLLECTION FORM**

#### **A. Agency Information:**

Program Name (if applicable) Gila County Child Care Health Consultant Program

Agency Gila County Division of Health and Community Services

Contact Person Lorraine Dalrymple

Address 5515 S. Apache Avenue, Suite 100

Position Health Services Program Manager

Address \_\_\_\_\_

Email ldalrymp@co.gila.az.us

City, State, Zip Globe, AZ 85501

Phone 928-402-8807 x \_\_\_\_\_ Fax 928-425-0794

County Gila

Employer Identification Number: 86-6000444

Agency Classification: \_\_\_\_\_ State Agency ☒ County Government \_\_\_\_\_ Local Government \_\_\_\_\_ Schools \_\_\_\_\_ Tribal  
\_\_\_\_\_ Faith Based \_\_\_\_\_ Other

Have you previously conducted business with First Things First using this EIN: (Y) ☐ N? ☒

If NO, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application.

[http://www.gao.az.gov/Vendor/account\\_setup\\_home.asp](http://www.gao.az.gov/Vendor/account_setup_home.asp)

In which Congressional (Federal) District is your agency?

Enter District # 1

<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency?

Enter District # 5

<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?  
\$ 7,101,400.00

What is your organization's fiscal year-end date? 6-30-2010

Accounting Method: \_\_\_\_\_ Cash ☐ ☒ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Y ☐ N ☒

Please provide contact information of the audit firm conducting your audit:

Agency Miller, Allen & Co., P.C.

Address 5333 North 7<sup>th</sup> Street Suite 100 Phoenix, Arizona 85014

Phone Number 602-264-3888

#### **B. Proposed Program Information / Description:**

Amount requested: \$20,000.00

Service area of proposed program: All of Gila County

Target population of proposed program: Gila County Daycare Centers registered with First things first

Number of participants to be served: Children in regulated Quality First daycare centers

Please provide a **brief** description of the **proposed program** in one or two paragraphs.

This program will provide health consultation services by Child Care Health Consultants (CCHC) to regulated child care providers enrolled in Quality First. The CCHC's will provide guidance regarding health and safety issues as described in the First Things First contract to participating providers.

**C. Contact Information (Please copy this page as many times as needed.)**

**Program Agency** – Indicates person with primary contact with First Things First and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to **this person**.

**Fiscal Agency** - Indicates person responsible for financial matters pertaining to this grant.

**Collaborator** – Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

☒ **Program Agency**

☐ **Fiscal Agency**

☐ **Collaborator**

Agency Gila County Division of Health and Community Services

Contact Person Lorraine Dalrymple

Address 5515 S. Apache Avenue, Suite 100

Position Health Services Program Manager

Address \_\_\_\_\_

Email ldalrymple@co.gila.az.us

City, State, Zip Globe, AZ 85501

Phone 928-402-8807 x \_\_\_\_\_ Fax 928-425-0794

County Gila

☐ **Program Agency**

☒ **Fiscal Agency**

☐ **Collaborator**

Agency Gila County Division of Health and Community Services

Contact Person Lorraine Dalrymple

Address 5515 S. Apache Avenue, Suite 100

Position Health Services Program Manager

Address \_\_\_\_\_

Email ldalrymple@co.gila.az.us

City, State, Zip Globe, AZ 85501

Phone 928-402-8807 x \_\_\_\_\_ Fax 928-425-0794

County Gila

☐ **Program Agency**

☐ **Fiscal Agency**

☐ **Collaborator**

Agency \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_

County \_\_\_\_\_



## **Attachment C**

### **KEY PERSONNEL OVERVIEW**

<b>STAFF MEMBER</b>	<b>BACKGROUND AND EXPERTISE OF PERSONNEL</b>
Name: Lorraine Dalrymple Title: Public Health Nurse FTE on this project: 2%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Staff RN-Pediatrics</li><li>• RN Pediatric home care</li><li>• Child Care Health Consultant Certification</li></ul>
Name: Michelle Graney Title: Public Health Nurse FTE on this project: 10%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Child Care Health Consultant Certification</li></ul>
Name: Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 10%	<ul style="list-style-type: none"><li>• Registered Nurse</li><li>• Child Care Health Consultant Certification</li></ul>
Name:  Title:  FTE on this project:	
Name:  Title:  FTE on this project:	
Name:  Title:  FTE on this project:	

**\*In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

## Attachment D

### DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program\*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
TOTAL:			0

\*This table should include only those funds that will support the program detailed in this Application.

Authorized Signature

*Michael A. Pastor*

Date

*6/8/10*

Michael A. Pastor

Job Title: ~~Shirley L. Dawson~~, Chairman of the Board of Supervisors

## **Attachment E**

### **FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY**

Name of Applicant: Gila County Childcare Health Consultant Program

**Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.**

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

#### **A. GENERAL INFORMATION**

1. Has your organization received a Federal or State Grant within the last two years?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please <b>attach</b> a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please <b>attach</b> a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO
4. Please <b>attach</b> a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input checked="" type="radio"/> NO <input type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input checked="" type="radio"/> YES <input type="radio"/> NO

#### **B. FUNDS MANAGEMENT**

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input checked="" type="radio"/> Automated
--	--

2. How frequently do you post to the General Ledger?	<input type="radio"/> Combination <input type="radio"/> Daily <input checked="" type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input checked="" type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? <b>NOTE:</b> Those organizations using allocable direct charges <b>must attach</b> a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate <b>must attach</b> a copy of the approval documentation issued by the federal government.	<input checked="" type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

### C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input checked="" type="radio"/> YES <input type="radio"/> NO

### D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input checked="" type="radio"/> YES <input type="radio"/> NO

### **E. CONTACT INFORMATION**

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Lorraine Dalrymple

Job Title: Health Services Program Manager

Date: \_\_\_\_\_

Phone/Fax/Email: 928-402-8807/928-425-0794/ldalrymp@co.gila.az.us

### **F. CERTIFICATION**

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.



Authorized Signature

Michael A. Pastor, Chairman of the Board of Supervisors

### **F. COMMENT AND ATTACHMENTS**

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): \_\_\_\_\_

COMMENTS:

## **Lucinda J. Campbell, RN, BSN**

1104 North Easy Street  
Payson, Arizona 85541  
1 (928) 474-2988

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### **SUMMARY**

Dynamic, energetic professional with diverse experience in health care in public health, rural hospital operations, long term care and home health operations, quality improvement, utilization review, facility expansion, program development, and infection control.

### **PROFESSIONAL EXPERIENCE**

#### **PUBLIC HEALTH NURSE II**

##### **Gila County Health Department, Payson, Arizona**

A full-service public health office serving community needs for immunizations, sexual transmitted disease testing, TB testing and management, bioterrorism preparation, women's and baby wellness. Monitoring prevalence of specific diseases in the community for trends and prevention. Provide information to community and individuals regarding specific diseases and management. (November 2006 – present)

#### **CASE MANAGER**

##### **Mesa General Hospital, Mesa, Arizona**

A metropolitan JCAHO Accredited hospital specializing in cardiac and vascular surgery as well as women's health, emergency and general medical/surgical services. Assist in coordinating discharge planning for selected needs populations. Assisting in coordination and implementation of discharge processes. Providing concurrent reviews for admission and continued stay for selected insurance entities. Monitoring and assisting staff with selection and data collections for Core Measures for CMS (Medicare) required patients. (June 2006-November 2006)

#### **DIRECTOR OF NURSING**

##### **Payson Care Center, Payson, Arizona**

A 163- bed JCAHO Accredited long term care facility serving the Rim Country in central Arizona. Services included Medicare, ALTCs, Private, Hospice and Respite care as well as outpatient treatment. Managed all operations for patient care and regulatory compliance as well as staffing, customer service and safety/infection control/quality management. Coordinated Hospice liaisons for

facility/hospice compliance. Average daily census of 105 with 3.00 PPD.  
(February 2002 – May 2006)

#### **DIRECTOR OF NURSING/STAFF NURSE**

##### **Manzanita Manor, Payson, Arizona**

A 109-bed long term care facility in central Arizona. Services included Medicare, ALTCs, Private, Hospice and Respite care as well as outpatient treatment. Managed all operations for patient care and regulatory compliance. Including staffing, supply management and safety/infection control/quality management. Average daily census of 76 with 2.75 PPD. (February 2001 – February 2002)

#### **DIRECTOR OF NURSING**

##### **Wilbarger General Hospital, Vernon, Texas**

A 99 – bed medical-surgical care hospital in rural northern Texas. Serves a population of approximately 30,000 including Wilbarger County and surrounding areas. Services include Operating Room, Emergency Room, Obstetrics, Monitored Bed Unit and Medical Surgical floor as well as Swing Bed. Service population ranges from birth to very elderly. Average daily census 25-30. FTE's responsible – approx. 95 (July 1998 – February 2001)

#### **DIRECTOR OF NURSING**

##### **Burleson St. Joseph Health Center, Caldwell, Texas**

A 37 – bed medical acute care hospital in rural central Texas, which serves a population of 12,000 countywide. Part of a twelve-facility network (St. Joseph Health System), Burleson St. Joseph Health Center is the only emergency care facility (level IV pending) in a fifty-mile radius. Inpatient services include acute medical, post-surgical, swing bed and respite patients from adolescent to old age. Average daily census 8-10. FTE's responsible - approx. 35 (July 1997 – June 1998)

#### **PERFORMANCE IMPROVEMENT COORDINATOR (CORPORATE)**

##### **Professional Nursing Services, Inc. Scottsdale, Arizona**

Home Health Company with five branches throughout Arizona serving managed care, private and Medicare populations in personal care, skilled care, 24hour care. (January 1997 – April 1997)

#### **CLINICAL DIRECTOR**

##### **Professional Nursing Services, Inc. Phoenix, Arizona**

Home health branch of a rapidly growing home health company. Private duty/managed care/Medicare populations. (December 1995 – January 1997)

#### **VICE PRESIDENT OF PATIENT CARE SERVICES**

##### **Payson Regional Medical Center, Payson, AZ**

Rural Community Hospital with 60 beds, Intensive Care Unit, OB/GYN, 8 OR's, Trauma/Urgent Care Unit serving population of 15,000. Average Daily Census 20. FTE's 210. (1993 – September 1995)

#### **DIRECTOR OF NURSING**

##### **Lewis R. Pyle Memorial Hospital, Payson, AZ**

A 44-bed, JCAHO accredited, rural hospital serving a rapidly growing residential/recreational area of north central Arizona. (1990 – 1993)

#### **NURSING QUALITY IMPROVEMENT COORDINATOR, UTILIZATION REVIEW COORDINATOR, INFECTION CONTROL PRACTITIONER, DIRECTOR OF COMMUNITY SERVICES**

##### **Lewis R. Pyle Memorial Hospital, Payson, AZ**

(1989 – 1990)

#### **MEDICAL/SURGICAL STAFF NURSE**

##### **Carl T. Hayden Veterans Administration Medical Center, Phoenix, AZ** (1977-1989)

#### **Additional Skills**

Computer Skills (Microsoft Office including Excel and Word/Windows XP etc.)

#### **Education**

BS in Nursing

Arizona State University, Tempe, AZ      1977

#### **Professional Licensure**

RN - Arizona, exp. 3-31-10



### **Affiliations/Past and Current**

**Mensa**

**Past President, Kiwanis Club of Zane Grey Country, Payson Arizona  
(1994-1995 and 2004-2005)**

**Past President, Payson Jaycees, Payson Arizona (1995)**

**Member, Kiwanis Club of Zane Grey Country, Payson, Arizona (1988- present)**

**Rim Country Hospice Foundation, Secretary (current)**

1462 E. Oak Road  
Queen, Creek, AZ  
85240

**Phone:** (480) 298-5757  
**E-mail:** [mish010206@yahoo.com](mailto:mish010206@yahoo.com)

## Michelle Graney

### OBJECTIVE

Obtain a position as a Public Health Nurse

### EMPLOYMENT

August 2006 – Present

#### *Travel Nurse*

PPR HealthCare  
Jacksonville Beach, FL

- Specializing in Intensive Care
- Managing Care of Critically ill patients as well as post operative patients with unstable coexisting medical conditions

January 2004-July 2006

#### *Registered Nurse*

St. Luke's Medical Center  
Milwaukee, WI

- Neurosurgical Intensive Care Unit
- Charge Nurse for 16 bed unit
- Member of STAT/Stroke Rapid Response Team
- Member of NCC Committee
- Preceptor for Graduate Nurses
- Member of JCAHO Preparation Committee

January- December 2003

#### *Nurse Intern*

St. Luke's Medical Center  
Milwaukee, WI

- Hands on training for registered nursing role
- Developed time management, prioritizing, and delegation skills

August 2000 – Jan. 2003

#### *Patient Care Attendant*

St. Luke's Medical Center  
Milwaukee, WI

- Assisted nurses with patient care
- In-patient rehabilitation program assistant

### QUALIFICATIONS/ABILITIES

- ACLS/BLS
- NIH Certified
- CVVH Certified

## **EDUCATION**

### ***Associate Degree of Nursing***

**Milwaukee Area Technical College (MATC)**

- Graduated with honors: G.P.A: 3.8
- Phi Theta Kappa
- Lamp of Knowledge Award
- All-USA Academic Team
- President of Student Nurses Association
- Secretary of Wisconsin Student Nurse Association

***REFERENCES AVAILABLE UPON REQUEST***

## Chris Phillips

P.O. Box 891 San Carlos AZ, 85550 (928) 475-4734 clphillips@co.gila.az.us

### Experience

#### *Accounting Clerk*

July 2007-Current Gila County Health Department, Globe, AZ

- Key Data and prepare batches for precessing which involved sorting, alphabetizing, and running tapes to verify hash account totals.
- Prepare Contractor Expenditure Reports for entire Health Department
- Research and expedite payment, and respond to inquiries by telephone or in writing.
- Sort documents; code, log, review for accuracy; match supporting invoices to General Ledger; and verify invoices for payment

#### *Assistant to Library Manager*

November 2001-September 2002 San Carlos Public Library, San Carlos, AZ

- Trained Staff on DRA cataloging system for book check out.
- Assisted more than 55 patrons daily, in person and by phone.
- Answered Telephones, open and log mail, meet and greet visitors, and assist in other clerical functions.
- Utilized Microsoft Office Suite to prepare monthly reports.
- Authorized to carry all keys with access to safes and personnel records.

#### *Visitor Services*

July 1998-October 1998 Heard Museum, Phoenix, AZ

- Assisted more than 200 customers daily, in person and by phone.
- Sold guided tours for the museums major exhibit.
- Managed front counter sales, generating sales in excess of \$1,000 daily.
- Answered telephones, meet and greet visitors, and assisted receptionist with other clerical duties.
- Have experience in manual cashiering system and postage machine.

#### *Telemarketer*

August 1997-February 1998 Dial America Marketing, Tempe, AZ

- Adjusted sales scripts to better target the needs and interests of specific individuals.
- Delivered prepared sales talks, reading from scripts that described products and services, in order to persuade potential customers to purchase a product or service.
- Explained products or services and prices, and answered questions from customers.

### Education

#### *Eastern Arizona College, Thatcher AZ*

- A.A. Sociology
- A.A. Elementary Education

# Lorraine Dalrymple

HCO2 Box 774  
Globe, AZ 85501  
Home Phone: (928) 425-9598

**Objective:** Director of Nursing

## Qualifications:

- Enthusiastic, energetic worker, excellent in a team setting.
- People skills with strong ability in written and oral communication.
- Organized and detail-oriented; accustomed to handling diverse responsibilities.
- Self directed with proven leadership and decision-making skills.

## Licensure and Education

**REGISTERED NURSE** – State of New Jersey (1995), State of Arizona (2005)

**DIPLOMA, NURSING** – Muhlenburg Regional Medical Center – School of Nursing, Plainfield, NJ

**AD in Science/Nursing**, Union County College (1995)

- Member of Phi Theta Kappa Iota XI Chapter
- Graduated with honors, GPA 3.76

**Sawyer School of Business**, Elizabeth, NJ (1972) Secretarial Degree.

## Certifications and Continuing Education Credits

**BLS for Healthcare Providers**

**Preventing and Managing Pediatric Infectious Disease: Latest Nursing Care Strategies.** 15 contact hours.

## Employment

**Director of Nursing**, Gila County Division of Health and Community Services, Globe, AZ  
(2/03 – present)

Responsibilities include but not limited to:

- Performs nursing supervision
- Performs skilled professional public health nursing service to implement agency programs
- Practicing knowledge of communicable diseases and prevention thereof
- Professional and practicing knowledge of vaccine administration for both children and adults
- Conducts epidemiological investigations of vaccine preventable diseases and communicable diseases.
- Conducts various clinics throughout Gila County

**Public Health Nurse I**, Gila County Division of Health and Community Services, Globe, AZ  
(09/01-02/03)

Responsibilities include but not limited to:

- practicing knowledge of communicable diseases and prevention thereof
- Professional and practicing knowledge of vaccine administration for both children and adults
- Conducts epidemiological investigations of vaccine preventable diseases and communicable diseases.
- Conducts various clinics throughout Gila County

**Staff RN-Pediatrics, Plainfield Health Center, Plainfield, NJ (11/96-7/01)**

Responsibilities include but not limited to:

- Assessing and administering appropriate vaccines according to CDC recommendations.
- Assessing and preparing patients for pediatric well-care and urgent care visits
- Assisting doctors, and administering treatments and medications ordered.
- Tracking abnormal labs and initiating appropriate follow-up according to policies and doctors orders.
- Tracking of immunizations of patients to ensure compliance with the VFC program and TOTS criteria.
- Communicating with various government agencies, school nurses, and hospital staff.

**Head Nurse-Assisted Living (Weekends), Fellowship Village, Bedminster, NJ (3/96 -2/97)**

Responsibilities include but not limited to:

- Overseeing and supervising care of patients by LPN's and Nursing Assistants.
- Assessing patient status and recording any changes in patient conditions.
- Administration of medications and treatments for patients.

**Staff RN Respiratory Unit , Overlook Hospital, Summit, NJ (8/96-10/96)**

Responsibilities include but not limited to:

- Assessment of patients in Respiratory Unit.
- Administration of treatments and medications per doctors orders.
- GT Care, feedings and medication administration.
- Monitoring of O<sub>2</sub> saturations, trach care and suctioning.

**RN-Pediatric Home Care (part-time), Answercare Inc., Wachtung, NJ (11/95-12/95)**

Responsibilities include but not limited to:

- GT Care, feedings and administrating medications.
- Apnea and O<sub>2</sub> saturation monitoring.
- Trach care and suctioning PRN.

**Nursing Assistant (part-time), Overlook Hospital, Summit, NJ (5/94-7/95)**

Responsibilities include but not limited to:

- Assisting RN's with direct patient care.
- Helping patients perform ADL's
- Performing and recording vital signs and monitoring i&).

**Hostess (part-time), Charlie Brown's Steakhouse, Greenbrook, NJ (9/95-2/96)**

**Hostess (part-time), Tijuana Joe's Restaurante & Cantina, N. Plainfield, NJ (94-9/95)**

**Vice President/Secretary, Lor'Don's Interiors, Inc., N. Plainfield, NJ (1974-1992)**

Responsibilities include but not limited to:

- Building and maintaining solid relationships.
- Placing a premium on clear communications and high standards of performance.
- Overseeing the fabrication and delivery of finished products.

## Line Item Budget

### LINE ITEM BUDGET – USE IF LISTING MATCHING FUNDS

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

**Budget period: July 1, 2009 – June 30, 2010**

Budget Category	Line Item	Requested Funds	** Matching Funds/ Source	Total Cost
<b>Personnel and Fringe Benefits</b>				
Personnel	None	None	None	\$0.00
Fringe Benefits				
<b>Contracted Services/Professional Services</b>				
Contract services	None	None	None	\$0.00
<b>Travel</b>				
Out of State:	None	None	None	\$0.00
In State:	Travel and per diem	\$3,000.00		\$3,000.00
<b>Pass Through</b>				
Sub grants	None	None	None	\$0.00
<b>Supplies and Other Operating</b>				
Supplies and Other Operating Expenses	Computer, equipment, printing, educational materials/incentives, teaching supplies	\$15,000.00	None	\$15,000.00
<b>Subtotal Direct Program Costs:</b>		<b>\$18,000.00</b>	<b>\$ None</b>	<b>\$18,000.00</b>
<b>Administrative/Indirect Costs</b>				
Indirect Costs	Indirect cost	\$2,000.00	\$0.00	\$2,000.00
<b>Total</b>		<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>

\*As shown, a line item budget justification for each component **MUST** be included in the proposal that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens proposals. See the following page for budget narrative format.

\*\* Matching Funds are not required, but if listed, are subject to monitoring by First Things First.

Authorized signature Michael A. Pastor Date 6/3/10

Job Title Michael A. Pastor, Chairman of the Board of Supervisors

**ARF-1850****Consent Agenda Item 3- B****Regular BOS Meeting****Meeting Date:** 06/04/2013**Submitted For:** Michael O'Driscoll, Health & Emergency Services Division Director **Submitted By:** Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division**Department:** Health & Emergency Services Division **Division:** Emergency Services**Fiscal Year:** CoFY2013 **Budgeted?:** No**Contract Dates** 10/01/2011-09/30/2012 **Grant?:** Yes**Begin & End:****Matching** No **Fund?:** Renewal**Requirement?:**

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**Information****Request/Subject**

Amendment#1 to Subgrantee Agreement 11-AZDOHS-CCP-888300-01 with the Arizona Department of Homeland Security.

**Background Information**

The original grant award was accepted on Nov 5, 2011 and all funds were expended by 09/30/2012. Supporting reimbursement documents were then mailed to the Arizona Department of Homeland Security (AZDOHS). On Dec 10, 2012 Emergency Management was notified those documents had not been received. At this time, Emergency Management requested a grant extension. Along with this grant extension AZDOHS provided us with an admendment which changes the language of the reporting requirements.

**Evaluation**

Amendment #1 changes the language in Section X - Reporting Requirements from 45 days to 273 days to allow for reimbursement request.

**Conclusion**

Admendment #1 will allow for reimbursement of \$1,395.00 that was used to purchase training and exercise materials in support of the Northern Gila County Community Emergency Response Team, a volunteer group organized according to Homeland Security guidelines and an integral component of community involvement for Gila County.

**Recommendation**

The Director of Health & Emergency Services recommends approval of the Chairman's signature on Amendment #1 Subgrantee Requirement 11-AZDOHS-HSGP-888300-01 with the Arizona Department of Homeland Security that authorizes a change in reporting requirements specified in Section X.

**Suggested Motion**

Authorization of the Chairman's signature on Amendment No. 1 to Subgrantee Agreement 11-AZDOHS-HSGP-888300-01 between Gila County and the Arizona Department of Homeland Security to reflect a change in reporting requirements as outlined in Section X of the Subgrantee Agreement.

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**Attachments****AO Item 948****Amendment#1****SubgranteeAgreement****PropertyControlForm****ReimbRequest****OtrlyReports****Legal Explanation**



**ARF-948**

**Consent Agenda Item 5- 0**

**Regular BOS Meeting**

**Meeting Date:** 11/15/2011

**Submitted For:** Michael O'Driscoll

**Submitted By:** Debra Williams, Health & Emergency Services Division

**Department:** Health & Emergency Services Division

**Division:** Emergency Services

**Fiscal Year:** CoFy2012-2013

**Budgeted?:** No

**Contract Dates** 10/01/2011 thru 09/30/2012

**Grant?:** Yes

**Begin & End:**

**Matching** No

**Fund?:** New

**Requirement?:**

**Presenter's Name:**

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Information

Request/Subject

SUBGRANTEE AGREEMENT 11-AZDOHS-HSGP-888300-01 for Arizona Department of Homeland Security Grant Program Award

Background Information

This grant award is provided to support equipment and training for the Northern Gila County Community Emergency Response Team (NGCCERT).

Evaluation

The NGCCERT is very active in volunteer recruitment, training and community response.

Conclusion

The NGCCERT has responded to community disasters such as the January 2010 Winter Storm, assisted with the Gila County National Emergency Communications Plan Goal II Assessment, and provided support to community events in the Payson and Pine-Strawberry.

Recommendation

The Director of Health & Emergency Services recommends approval of the Chairman's signature on SUBGRANTEE AGREEMENT 11-AZDOHS-HSGP-888300-01 between the Arizona Department of Homeland Security and the Gila County Division of Health & Emergency Management for a program award in the amount of \$1,395.00.

Suggested Motion

Approval of the Chairman's signature on SUBGRANTEE AGREEMENT 11-AZDOHS-HSGP-888300-01 between the Arizona Department of Homeland Security and the Gila County Division of Health & Emergency Management for a program award in the amount of \$1,395.00.

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Attachments

BOSApplicationApproval

AwardLetter

ProjectSummary

Agreement

Point of Contact

**SUBGRANTEE AGREEMENT Amendment #1**  
**11-AZDOHS-CCP-888300-01**  
**Between**

**The Arizona Department of Homeland Security**

**And**

**Gila County Emergency Management**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

**X. REPORTING REQUIRMENTS**

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

**SHALL BE CHANGED TO READ:**

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **two hundred and seventy-three (273)** days after the end of the Agreement. Requests for reimbursement received later than the **two hundred and seventy-three (273)** days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

**IN WITNESS WHEREOF**

The parties hereto agree to execute this Amendment.

**FOR AND BEHALF OF THE**

**Gila County Emergency Management.**

Enter the Name of the Subgrantee above

\_\_\_\_\_  
Authorized Signature above  
Michael A. Pastor, Chairman

\_\_\_\_\_  
Print Name & Title above  
June 4, 2013

\_\_\_\_\_  
Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

***(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)***

**Any unauthorized changes to this document will result in termination of this award.**



GILA COUNTY  
EMERGENCY MANAGEMENT

## SUBGRANTEE AGREEMENT

**11-AZDOHS-HSGP-888300-01**

Enter Grant Agreement Number above (e.g., 888xxx-xx)

**Between**

**The Arizona Department of Homeland Security  
And**

**Gila County Emergency Management**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

**Gila County Emergency Management**

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled  
"**Citizen Corp Program**"

Enter Title of Application

and funded at \$ **1,395.00** (as may have been modified by the award letter).  
Enter Funded Amount above

**IV. MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ **1,395.00** to the subrecipient for services provided under Paragraph III. Enter Funded Amount above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

RECEIVED NOV 23 2011

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfrv1\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html).
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/2cfr225\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html). Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at [http://149.168.212.15/mitigation/Library/44\\_CFR-Part\\_13.pdf](http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf). U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

#### **NIMSCAST**

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

#### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

#### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

#### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

#### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

#### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

#### **Training**

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

#### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

#### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).



- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.



**VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

**IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at [www.azdohs.gov](http://www.azdohs.gov). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

**January 15** (period October 1– December 31)

**April 15** (period January 1 – March 31)

**July 15** (period April 1 – June 30)

**October 15** (period July 1 – September 30)

c) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XIV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XV. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVI. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XVIII. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XIX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XX. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXI. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIII. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXV. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVIII. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXIX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXII. INDEMNIFICATION**

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

**XXXIII. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.



- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

**XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXV. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVI. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXVIII. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

**XXXIX. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov)

The AZDOHS shall address all notices relative to this Agreement to:

Deputy Director, Debra L. Williams

Enter Title, First & Last Name above

Gila County Emergency Management

Enter Agency Name above

5515 S. Apache Ave., Suite 400

Enter Street Address

Globe, AZ 85501

Enter City, State, ZIP

**XXXX. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Gila County Emergency Management

Enter Agency Name above



Authorized Signature above

Tommie C. Martin, Chairman, BOS

Print Name & Title above

11/15/2011

Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security



Gilbert M. Orrantia

Director

11/28/11

Date

~~Approved As To Form~~



Bryan B. Chambers

Chief Deputy Gila County Attorney

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

**Subgrantee (Title Holder):** Gila County Emergency Management

**Date: October 15, 2012**

**Grant Number: 888300-01**

[illegible]



TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II  
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III  
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.  
County Manager

MICHAEL O'DRISCOLL  
Director

DEBRA L. WILLIAMS  
Deputy Director of Emergency Management

**Gila County Division of Health & Emergency Services**  
**Department of Emergency Management**

5515 S. Apache Avenue, Suite 400, Globe Arizona 85501  
Voice: 928-402-8764 Fax: 928-425-7714

June 4, 2013

Attn: Cheryl Bowen Kennedy  
Arizona Department of Homeland Security  
1700 West Washington, Suite 210  
Phoenix, AZ 85007

RE: FFY2011 Project #888300-01

Dear Ms. Kennedy:

Please accept this resubmission request for reimbursement of \$1,395.00 from the referenced Homeland Security Citizen Corp Program project.

Supporting documentation is attached. Please contact me if you have any questions or need further information.

Regards,

Debra L. Williams

Attachments

# Arizona Department of Homeland Security (AZDOHS)

## Quarterly Programmatic Report

Date Received by AZDOHS:

Date:	15-Mar
Subgrantee Agreement Number (i.e. 999000-00):	11-AZDOHS-HSGP-888300-01
Funding Source:	Citizen Corp Program
Organization:	Gila County Emergency Management
Project Manager:	Debra L. Williams
Telephone:	928-402-8764
Email:	dwilliams@gilacountyaz.gov

Please check the box of the quarterly reporting period and fill in the year

<input checked="" type="checkbox"/>	Oct 1 - Dec 31	2011
<input type="checkbox"/>	Jan 1 - Mar 31	2012
<input type="checkbox"/>	Apr 1 - Jun 30	2012
<input type="checkbox"/>	Jul 1 - Sep 30	2012

Is this a FINAL/CLOSE OUT report for this grant?

☐ Yes ☒ No

If yes, enter the amount of unspent funds being returned to AZDOHS:

0

If yes, is the Property Control Form attached? (If applicable)

☐ Yes ☒ No

1. What percentage of funds have been encumbered or expended to date?

0%

2. List milestones from your approved application and give a status update toward achievement of each milestone.

Milestone #1:

Equipment will be ordered and provided to CERT for documented exercise event.

Status #1:

As of March 31, 2012 Gila County has not received a copy of the signed contract from Homeland Security and is unable to expend funds until we do.

Milestone #2:

Status #2:

Milestone #3:

Status #3:

**Arizona Department of Homeland Security (AZDOHS)  
Quarterly Programmatic Report**

**Milestone #4:**

**Status #4:**

3. Do you anticipate any changes/modifications to the original objectives? If yes, will these changes/modifications prevent your jurisdiction from completing this project within the approved grant performance period?

No

4. List any jurisdictional changes for authorized persons involved in completing this project. This would include Project/Program Managers, Finance Staff, etc.

Equipment will be utilized and managed by the Northern Gila County CERT.

5. Grant Funded Training/Exercise:

(Please complete this section if applicable)

5. A. List the number of employees who have completed NIMS training, including the course number.

Course #:

5.B. Describe any approved preparedness exercises that your jurisdiction held during the reporting period. Confirm that your agency has utilized the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) toolkit. If applicable, please visit the HSEEP toolkit link  
[https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx).

5.C. Describe any other approved training undertaken by your jurisdictional staff during the reporting period. Confirm your agency utilized the training approval procedure and request form.

5. D. Describe in detail how any approved training conducted using HSGP funds addresses a performance gap.

**For AZDOHS Use Only**

Planner signature:

Date:

Comments:

# Arizona Department of Homeland Security (AZDOHS)

## Quarterly Programmatic Report

Date Received by AZDOHS:

Date:	15-Mar
Subgrantee Agreement Number (i.e. 999000-00):	11-AZDOHS-HSGP-888300-01
Funding Source:	Citizen Corp Prgram
Organization:	Gila County Emergency Management
Project Manager:	Debra L. Williams
Telephone:	928-402-8764
Email:	dwilliams@gilacountyaz.gov

Please check the box of the quarterly reporting period and fill in the year

<input type="checkbox"/>	Oct 1 - Dec 31	2011
<input checked="" type="checkbox"/>	Jan 1 - Mar 31	2012
<input type="checkbox"/>	Apr 1 - Jun 30	2012
<input type="checkbox"/>	Jul 1 - Sep 30	2012

Is this a FINAL/CLOSE OUT report for this grant?

☐ Yes ☒ No

If yes, enter the amount of unspent funds being returned to AZDOHS:

0

If yes, is the Property Control Form attached? (If applicable)

☐ Yes ☒ No

1. What percentage of funds have been encumbered or expended to date?

0%

2. List milestones from your approved application and give a status update toward achievement of each milestone.

Milestone #1:

Equipment will be ordered and provided to CERT for documented exercise event.

Status #1:

As of March 31, 2012 Gila County has not received a copy of the signed contract from Homeland Security and is unable to expend funds until we do.

Milestone #2:

Status #2:

Milestone #3:

Status #3:

**Arizona Department of Homeland Security (AZDOHS)  
Quarterly Programmatic Report**

**Milestone #4:**

**Status #4:**

3. Do you anticipate any changes/modifications to the original objectives? If yes, will these changes/modifications prevent your jurisdiction from completing this project within the approved grant performance period?

No

4. List any jurisdictional changes for authorized persons involved in completing this project. This would include Project/Program Managers, Finance Staff, etc.

Equipment will be utilized and managed by the Northern Gila County CERT.

5. Grant Funded Training/Exercise:

(Please complete this section if applicable)

5. A. List the number of employees who have completed NIMS training, including the course number.

Course #:

5.B. Describe any approved preparedness exercises that your jurisdiction held during the reporting period. Confirm that your agency has utilized the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) toolkit. If applicable, please visit the HSEEP toolkit link  
[https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx).

5.C. Describe any other approved training undertaken by your jurisdictional staff during the reporting period. Confirm your agency utilized the training approval procedure and request form.

5. D. Describe in detail how any approved training conducted using HSGP funds addresses a performance gap.

**For AZDOHS Use Only**

Planner signature:

Date:

Comments:

# Arizona Department of Homeland Security (AZDOHS)

## Quarterly Programmatic Report

Date Received by AZDOHS:

Date:	15-Mar
Subgrantee Agreement Number (i.e. 999000-00):	11-AZDOHS-HSGP-888300-01
Funding Source:	Citizen Corp Program
Organization:	Gila County Emergency Management
Project Manager:	Debra L. Williams
Telephone:	928-402-8764
Email:	dwilliams@gilacountyaz.gov

Please check the box of the quarterly reporting period and fill in the year

<input type="checkbox"/>	Oct 1 - Dec 31	2011
<input type="checkbox"/>	Jan 1 - Mar 31	2012
<input checked="" type="checkbox"/>	Apr 1 - Jun 30	2012
<input type="checkbox"/>	Jul 1 - Sep 30	2012

Is this a FINAL/CLOSE OUT report for this grant?

☐ Yes ☒ No

If yes, enter the amount of unspent funds being returned to AZDOHS:

0

If yes, is the Property Control Form attached? (If applicable)

☐ Yes ☒ No

1. What percentage of funds have been encumbered or expended to date?

0%

2. List milestones from your approved application and give a status update toward achievement of each milestone.

Milestone #1:

Equipment will be ordered and provided to CERT for documented exercise event.

Status #1:

As of June 30, 2012 Gila County has not received a copy of the signed contract from Homeland Security and is unable to expend funds until we do.

Milestone #2:

Status #2:

Milestone #3:

Status #3:

**Arizona Department of Homeland Security (AZDOHS)  
Quarterly Programmatic Report**

**Milestone #4:**

**Status #4:**

3. Do you anticipate any changes/modifications to the original objectives? If yes, will these changes/modifications prevent your jurisdiction from completing this project within the approved grant performance period?

No

4. List any jurisdictional changes for authorized persons involved in completing this project. This would include Project/Program Managers, Finance Staff, etc.

Equipment will be utilized and managed by the Northern Gila County CERT.

5. Grant Funded Training/Exercise:

(Please complete this section if applicable)

5. A. List the number of employees who have completed NIMS training, including the course number.

Course #:

5.B. Describe any approved preparedness exercises that your jurisdiction held during the reporting period. Confirm that your agency has utilized the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) toolkit. If applicable, please visit the HSEEP toolkit link  
[https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx).

NGCCERT participated in a decon exercise held by Payson Regional Medical Center on June 15.

5.C. Describe any other approved training undertaken by your jurisdictional staff during the reporting period. Confirm your agency utilized the training approval procedure and request form.

5. D. Describe in detail how any approved training conducted using HSGP funds addresses a performance gap.

**For AZDOHS Use Only**

Planner signature: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

**Arizona Department of Homeland Security (AZDOHS)  
Quarterly Programmatic Report**

Date Received by AZDOHS:

<b>Date:</b>		<b>15-Oct</b>
<b>Subgrantee Agreement Number (i.e. 999000-00):</b>		<b>11-AZDOHS-HSGP-888300-01</b>
<b>Funding Source:</b>		<b>Citizen Corp Prgram</b>
<b>Organization:</b>		<b>Gila County Emergency Management</b>
<b>Project Manager:</b>		<b>Debra L. Williams</b>
<b>Telephone:</b>		<b>928-402-8764</b>
<b>Email:</b>		<b>dwilliams@gilacountyaz.gov</b>

<b>Please check the box of the quarterly reporting period and fill in the year</b>		
<input type="checkbox"/>	<b>Oct 1 - Dec 31</b>	<b>2011</b>
<input type="checkbox"/>	<b>Jan 1 - Mar 31</b>	<b>2012</b>
<input type="checkbox"/>	<b>Apr 1 - Jun 30</b>	<b>2012</b>
<input checked="" type="checkbox"/>	<b>Jul 1 - Sep 30</b>	<b>2012</b>

Is this a FINAL/CLOSE OUT report for this grant?

☒ Yes    ☐ No

If yes, enter the amount of unspent funds being  
returned to AZDOHS:

0

If yes, is the Property Control Form attached? (If  
applicable)

☒ Yes    ☐ No

**1. What percentage of funds have been encumbered or  
expended to date?**

100%

**2. List milestones from your approved application and  
give a status update toward achievement of each  
milestone.**

**Milestone #1:**

Equipment will be ordered and provided to CERT for  
documented exercise event.

**Status #1:**

08/10/2012: a fully executed copy of the contract was  
received.

**Milestone #2:**

**Status #2:**

09/30/2012: Equipment has been ordered and received.  
Delivery to the Northern Gila County CERT is  
scheduled for October 25, 2012. Exercise event is  
pending.

**Milestone #3:**

**Status #3:**



**Arizona Department of Homeland Security (AZDOHS)  
Quarterly Programmatic Report**

**Milestone #4:**

**Status #4:**

3. Do you anticipate any changes/modifications to the original objectives? If yes, will these changes/modifications prevent your jurisdiction from completing this project within the approved grant performance period?

No

4. List any jurisdictional changes for authorized persons involved in completing this project. This would include Project/Program Managers, Finance Staff, etc.

Equipment will be utilized and managed by the Northern Gila County CERT.

5. Grant Funded Training/Exercise:

(Please complete this section if applicable)

5. A. List the number of employees who have completed NIMS training, including the course number.

Course #:

5.B. Describe any approved preparedness exercises that your jurisdiction held during the reporting period. Confirm that your agency has utilized the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) toolkit. If applicable, please visit the HSEEP toolkit link  
[https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx).

5.C. Describe any other approved training undertaken by your jurisdictional staff during the reporting period. Confirm your agency utilized the training approval procedure and request form.

5. D. Describe in detail how any approved training conducted using HSGP funds addresses a performance gap.

**For AZDOHS Use Only**

Planner signature:

Date:

Comments:



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**Regular BOS Meeting**

<b>Meeting Date:</b>	06/04/2013		
<b>Submitted For:</b>	Malissa Buzan, Community Services Division Director	<b>Submitted By:</b>	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
<b>Department:</b>	Community Services Division	<b>Division:</b>	Comm. Action Program/Housing Servs.
<b>Fiscal Year:</b>	2013-2014	<b>Budgeted?:</b>	Yes
<b>Contract Dates Begin &amp; End:</b>	July 1, 2013 - June 30, 2014	<b>Grant?:</b>	Yes
<b>Matching Requirement?:</b>	No	<b>Fund?:</b>	New

InformationRequest/Subject

Independent Contractor Agreement (2013-14 Utility Assistance Programs) Contract No. 07012013-14 with Arizona Community Action Association.

Background Information

This contract has been in existence between Arizona Community Action Association (ACAA) and Gila County Division of Community Services, Community Action Program (CAP) for the past 5 years.

The Arizona Community Action Association unites communities to end poverty through community-based initiatives and solutions.

ACAA is a 501 (c)(3) non profit agency created in 1967 to address poverty across Arizona. Through a collaboration of nearly 300 organizations and individuals, ACAA develops and implements strategies to address and ultimately eliminate poverty.

The Community Action Program launched in 1964 as part of President Lyndon B. Johnson's Economic Opportunity Act to fight poverty by empowering the poor. Core funding comes from Community Service Block Grants (CSBG) with additional support from local, state and federal grants; individual and corporate donations; foundation grants and community-based collaborations.

Evaluation

Contract No. 07012013-14 will administer energy program funding from ACAA in the amount of \$38,847.12 to Gila County CAP to be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County.

Conclusion

It is important for the Board of Supervisors to approve Contract No. 07012013-14 as funding received from ACAA will be used to provide eligible citizens residing in Gila County with services that promote economic self sufficiency.

Recommendation

The Director of Community Services recommends that the Board of Supervisors approve this contract.

Suggested Motion

Approval of Contract No. 07012013-14 between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will administer funding in the amount of \$38,847.12 to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County for the period from July 1, 2013, through June 30, 2014.

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Attachments

ACAA Contract No. 07012013-14

CA's Explanation of "Approval as to Form" Review



## **INDEPENDENT CONTRACTOR AGREEMENT**

2013-14 Utility Assistance Programs

Contract No. 07012013-14

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Health and Community Services** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

### **RECITALS:**

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in **Section 1** (the "Fund Sources") pursuant to Program Documents (as defined in **Section 4**).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is \$38,847.12.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

### **1. Services and Programs.**

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in **Section 1.2**: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in **Section 2**. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

**Advocating, Educating and Partnering to Prevent and Alleviate Poverty.**

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

<b>Fund Source(s)</b>	<b>Direct Service Amount (A)</b>	<b>Program Delivery (B)</b>	<b>Total Allocation (A+B)</b>	<b>Allowable Activities</b>	<b>Additional Information No credits can be given to accounts.</b>
<b>Utility Repair Replacement Deposit (URRD)</b>	<b>\$14,434.26</b>	<b>\$1,154.74</b>	<b>\$15,589.00</b>	Utility/Appliance Repair or Replacement Utility Deposit	<b>Refer to Exhibit A:</b> Utility Repair Replacement Deposit Policy Manual <b>Refer to Exhibit B:</b> Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status (6/2012 Edition) ..... Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Southwest Gas (SWG) Bill Assistance Program</b>	<b>\$6,039.12</b>	<b>\$0</b>	<b>\$6,039.12</b>	Utility assistance for SWG customers	<b>Refer to Exhibit C:</b> Southwest Gas Bill Assistance Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. <b>Of total allocation, \$1,510.00 can be used for deposits.</b> ..... Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Home Energy Assistance Fund (HEAF)</b>	<b>\$1,592.73</b>	<b>\$159.27</b>	<b>\$1,752.00</b>	Utility assistance and deposits	<b>Refer to Exhibit D:</b> Home Energy Assistance Policy Manual ..... Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>HEAF/Tribal</b>	<b>\$6,060.91</b>	<b>\$606.09</b>	<b>\$6,667.00</b>	Utility assistance and deposits for Native Americans living on the reservation.	
<b>APS Crisis Bill Assistance</b>	<b>\$8,000.00</b>	<b>\$800.00</b>	<b>\$8,800.00</b>	Utility assistance for APS customers	<b>Refer to Exhibit E:</b> APS Crisis Bill Assistance Program Summary ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Total:</b>	<b>\$36,127.02</b>	<b>\$2,720.10</b>	<b>\$38,847.12</b>		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

## 2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to **Section 2.2**, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2013** (the "Effective Date") and ending on **June 30, 2014**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

### **3. Funding; Expenses; Nature of Relationship.**

3.1 Funding; Payments to Contractor. Not later than the 15<sup>th</sup> day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by **Section 4**. ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights



expressly provided to Contractor under this Agreement. The relationship between ACAAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAAA or ACAAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

15. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association, shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.

b. The policy shall contain a waiver of subrogation against Arizona Community its officers, officials, agents, and employees for losses arising from work performed by or

### 15. *Automobile Liability*

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$ 1,000,000
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15. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

## 15. *Worker's Compensation and Employers' Liability*

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

15. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**3.8.4** Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best’s rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be

signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. **Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as *Exhibits A* through *F* and any written policies and procedures that ACAAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAAA on forms prescribed by ACAAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 **Grant Management System Database (GMS).** Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. **Confidential Information.**

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of ACAAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 **Definition of Confidential Information.** Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the

foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection.** ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability.** Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Legal Arizona Workers Act Compliance.** Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

13. **Anti-Terrorism Warranty.** Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

14. **Cancellation.** This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

15. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

**CONTRACTOR**

Gila County Board of Supervisors

Arizona Community Action Association,  
an Arizona nonprofit corporation

\_\_\_\_\_  
Michael A. Pastor, Chairman, Gila County

Date: \_\_\_\_\_

By \_\_\_\_\_

Name: Cynthia Zwick

Title: Executive Director

Date: \_\_\_\_\_

**Approved as to Form:**

Address:

2700 North 3<sup>rd</sup> Street, Suite 3040

Phoenix, Arizona 85004

Fax No.: 602-604-0644

E-mail: [czwick@azcaa.org](mailto:czwick@azcaa.org)

\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal

Date: \_\_\_\_\_

Address:

5515 S. Apache Avenue, Suite 200

Globe, Arizona 85501



**List of Attached Exhibits:**

- |           |   |
|-----------|---|
| Exhibit A | Utility Repair, Replacement and Deposit Policy Manual<br>Effective July 1, 2013 – June 30, 2014                               |
| Exhibit B | Instructions for Verifying Citizenship and Non-Citizen<br>Legal Permanent Resident (LPR) Status (Revised by<br>DES in 6/2012) |
| Exhibit C | Southwest Gas (SWG) Bill Assistance Program   |
| Exhibit D | Home Energy Assistance Fund Policy Manual<br>July 1, 2013 – June 30, 2014   |
| Exhibit E | APS Crisis Bill Assistance Program Summary  |
| Exhibit F | Federal Poverty Income Guidelines effective July 1, 2013 –<br>June 30, 2014   |

## Exhibit A



Home Energy  
Assistance Fund  
*Aid. Educate. Conserve.*

# UTILITY REPAIR REPLACEMENT DEPOSIT (URRD)

**POLICY MANUAL SFY 2014**  
Effective: July 1, 2013 – June 30, 2014



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## **A. PURPOSE OF THE PROGRAM**

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **\$2,000.00**.

## **B. TYPES OF ASSISTANCE**

1. Deposits for Utility Services:  
Electric  
Gas  
Water  
Telephone
2. Repairs to existing utility-related appliances or systems.
3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

**NOTE:** The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.

## **C. GUIDELINES FOR REPAIR/REPLACEMENT\***

### **1. Eligible Appliances**

Water Heaters  
Cooking Stoves  
Microwaves  
Furnaces  
Air Conditioners  
Telephone  
Evaporative Coolers  
Refrigerators  
Washers/Dryers

### **Ineligible Appliances**

Televisions  
Radios  
VCRs  
Hair Dryers  
Blenders  
Water Softeners  
Cable TV  
Satellite Receivers

**\*Replacement of appliance(s) must have Energy Efficient Star Rating.**

**Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.**

2. **Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, **or** when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

3. **Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

D. **ELEMENTS OF ELIGIBILITY - URRD**

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

**Citizenship Verification Requirements**

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

## **E. INCOME GUIDELINES**

A household's total gross **countable income** shall mirror the income documentation guidelines of the LIHEAP program in the state of Arizona.

<b>2013-14 FEDERAL POVERTY INCOME GUIDELINES</b>	
<b>MONTHLY INCOME</b>	
<b>FAMILY SIZE</b>	<b>200% OF POVERTY</b>
<b>1</b>	<b>\$1,915</b>
<b>2</b>	<b>\$2,585</b>
<b>3</b>	<b>\$3,255</b>
<b>4</b>	<b>\$3,925</b>
<b>5</b>	<b>\$4,595</b>
<b>6</b>	<b>\$5,265</b>
<b>7</b>	<b>\$5,935</b>
<b>8</b>	<b>\$6,605</b>
<b>9</b>	<b>\$7,275</b>
<b>10</b>	<b>\$7,945</b>
<b>For Each Additional Household Member Add:</b>	<b>\$670</b>

Figures derived from information dated Thursday, January 24, 2013 of the Federal Register, U.S. Department of Health and Human Services, and Office of the Secretary.

**NOTE:** Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

## **F. APPLICATION FORM**

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 Application the Home Energy Assistance Fund Grants Management System (GMS) or DES approved application form.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm, the means to submit an application without leaving their residences.

1. EN005 Application, GMS System, or DES approved application form.
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

## **G. INTERVIEW PROCESS**

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

## **H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS**

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

## I. CASE FILE

URRD applications are not submitted to ACAA - **however** the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days including the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application and documentation supporting the crisis reason, as outlined in section J. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that repairs or replacements have been made and/or completed.**

## J. CRISIS REASON

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

## K. PERSONS INCLUDED IN THE HOUSEHOLD

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

**Note:** Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders **as all income for roommates is counted.**

## L. REFERRALS

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

**M. POLICY CHANGES & CLARIFICATIONS**

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

**N. MONITORING PROCESS**

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

**O. COOPERATION**

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

**INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL  
PERMANENT RESIDENT (LPR) STATUS****U.S. CITIZENSHIP**

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions.

U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands – on or after November 4, 1986
- Panama Canal Zone - on or after February 26, 1904
- Puerto Rico - on or after July 1, 2010
- Swain Islands
- U.S. Virgin Islands – on or after January 17, 1917

**100. VERIFICATION OF U.S. CITIZENSHIP****TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP  
OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR  
VERIFYING, WITH THE FOLLOWING EXCEPTIONS:**

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-B of the Social Security Act.
- Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoptions subsidies.

**NOTE:** The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

**.01 APPROVED DOCUMENTATION**

Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:



#### **A. PRIMARY - VERIFICATION DOCUMENTS**

1. A birth certificate showing birth in the U.S., its territories or possessions. Birth Certificates issued from Puerto Rico must be issued on or after July 01, 2010. (See policy clarification #010-01).
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC.

#### **B. SECONDARY - VERIFICATION DOCUMENTS**

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name and a U.S. place of birth and the date of birth or age of the participant.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S., Territories, or Possessions. (See U.S. Citizenship on page 1)
4. Proof of employment as a U.S. government civil servant before June 1, 1976
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1). (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption agency containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

**C. When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:**

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth. For children under age 16 the document must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). **This documentation CANNOT be expired.**
5. Verification from the Social Security Administration, e.g. award letter.
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions.
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship.
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers: When verifying military service criteria, the following apply:
  - An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
  - Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active)).
  - A spouse or unwed dependent child of a veteran or active duty noncitizen must provide a document to verify relationship along with military verification requirements.
  - A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements.
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date. Record must indicate a place of birth in the U.S.
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant.
14. Tribal census records for the Navajo or Seneca tribes. The records must be created at least five years before the application and list a U.S. place of birth.
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics.
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth.
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs.
19. A **current** decision letter from the ADES/Family Assistance Administration

that demonstrates eligibility for the Food Stamp or Cash Assistance Programs. The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.

**D. When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:**

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances.
2. Be signed by a U.S. Citizen that is not a member of the household.
3. Be approved by the Case Manager Supervisor.
4. Document the reason for using the affidavit form.

**.02 ACCEPTABLE COPIES**

**Only original or un-tampered copies of required documents are acceptable for verifying citizenship.**

### **Determining Non-citizen Status**

To determine non-citizen status, complete the following:

Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their status.

When the document is provided, compare the document to the documents listed on pages 5 through 12. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

- Voluntarily self declare that they are residing in the U.S. illegally or
- Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.

When either of these occurs, follow your agency's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

## **200 VERIFICATION OF QUALIFIED NON-CITIZENS**

### **.01 QUALIFIED NON-CITIZEN CATEGORIES**

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

#### **A. LAWFUL PERMANENT RESIDENT (LPR)**

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

- 1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
- 2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
- 3) They have a military connection
- 4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR.

These applicants normally have one of the following USCIS documents  
**(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):**

1. I-551- Resident Alien Card (Eligible for Benefits)
2. I-151- Alien Registration Receipt Card (Eligible for Benefits)

3. I-194- or unexpired passport with the words: **Processed for I-551 Temporary Evidence of Lawful Permanent Residence. Valid Until (Date).**  
**With the following Stamp/Annotations of Law**

- a) Adjustment Admission Stamp – Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a Prucol determination);
- b) Non-Specific Admission Stamp – Eligible when the form is noted with an I-551 eligible status code
- c) Parole Admission Stamp – Eligible when the period of parole is for at least one year as verified on the stamp
- d) Replacement Admission Stamp – Eligible when the stamp displays an I-551 eligible Status Code
- e) Temporary I-551 Admission Stamp – Eligible when the key phrase reads one of the following: “Admission for Permanent Residence at  
a. D” or “Processed for I-551 Temporary evidence of admission for Permanent Residence” and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8;

**B. ASYLEE** - An asylee is an individual who has been granted protection and immunity from extradition by USCIS. These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

- 1. I-94 with one of the following:  
A stamp showing grant of asylum under Section 208 of the INA to include:
  - a. AS1 - Eligible for benefits
  - b. AS2 - Eligible for benefits
  - c. AS3V92 - Eligible for benefits

**C. BATTERED NON-CITIZEN**

A battered Non-citizen is an individual who has suffered abuse or extreme cruelty while living in the U.S. Battered nonqualified noncitizens may become qualified Non-Citizens when they have suffered abuse from any of the following:

- a parent,
  - a spouse
  - a relative of the parent or spouse who resides in the same home as the battered noncitizen.
- In order for the Non-Citizen to be eligible under this category, they must meet **ALL** of the following:
- 1. Possess appropriate USCIS status
  - 2. Abuse occurred in the U.S.
  - 3. The abusive person was a U.S. Citizen or Lawful Permanent Resident (LPR).

4. The abused individual is no longer residing with the batterer

**D. CUBAN OR HAITIAN ENTRANT**

A Cuban or Haitian entrant is an individual who has fled to the U.S. from either Cuba or Haiti to escape oppression or persecution.

These applicants normally have the following USCIS document:  
**(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**

1. I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

**NOTE:** Haitian nationals who resided in the United States on January 12, 2010, were granted Temporary Protected Status (TPS), due to the earthquake in their country. TPS does not satisfy qualified non-citizenship eligibility criteria. Therefore they are not eligible for benefits unless they meet other qualifying criteria.

**E. NON-CITIZEN WHOSE DEPORTATION IS WITHHELD**

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen whose continued presence in the U.S. is required by the U.S. government. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

I-94 – with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA
- Removal withheld under 241(b)(3) of the INA

**F. INDEFINITE DETAINEE**

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Indefinite Detainee status is granted by USCIS when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

An Indefinite Detainee applicant can be identified by an Order of Supervision (I-220B) USCIS form that should include both of the following:

- The applicant's alien registration number.
- A notation regarding U.S. exclusion, deportation, or removal.

Indefinite Detainee applicants may also have an Employment Authorization Document (I-688B) USCIS form showing 274a.12(c) (18). The agency should obtain as much of the following information as possible from the applicant:

1. Name and Date of Birth
  2. Alien Registration Number
  3. Social Security Number
  4. Home Country
  5. I-94 Card Number
  6. Parent's Names
  7. Driver's License Number
  8. Copies of ANY immigration documents (I-220B, I-688B, etc.)
- The agency should call the Office of Refugee Resettlement (ORR) to request an Indefinite Detainee eligibility determination and inform ORR that the collected information will be faxed.
  - The agency should fax the information collected from the applicant to ORR. The FAX must include the name, telephone number, and FAX number of the person requesting information.
  - The agency should document all action taken and the dates made.
  - The agency should not approve or disqualify the Non-Citizen Legal Resident during this period. The agency should hold the application pending detainee status confirmation from ORR.
  - ORR will submit the faxed information to USCIS and will notify the person requesting the information on the applicant's status and eligibility by FAX.

**G. NON-CITIZEN PAROLED INTO THE U.S.**

A parolee is an individual who has been granted lawful temporary residency in the U.S. by USCIS for humanitarian reasons, or the public benefit. The parolee status must be **BOTH** of the following:

- Granted status of at least one year.
- Granted under 212(d)5(A) of the Immigration and Naturalization Act.

Parolees must also meet the continuous residency requirements to be eligible for services (See page 10).

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front. The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form.

**H. REFUGEE OR AMERASIAN**

A Refugee or Amerasian is an individual who has fled their country to escape invasion, oppression, or persecution. A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

I-94 – endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 -6, -7, -71; RE7 -8; Z2; (Eligible for Benefits)

**I. VICTIM OF SEVERE HUMAN TRAFFICKING**

A victim of severe human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

1. I-797, Notice of Action annotated with one of the following T Visa or Derivative T Visa class of admission codes: T-1, T-2, T-3, T-4, and T-5.

**J. SPECIAL IMMIGRANT VISA HOLDER**

Special Immigrant Visa (SIV) holders are individuals who enter the U.S. under a special visa issued by USCIS to Iraqi and Afghani citizens. These visas entitle the noncitizen to the same benefits and services as refugees.

**K. AMERICAN INDIANS BORN OUTSIDE OF THE UNITED STATES**

An American Indian born in Canada and not enrolled in a federally recognized tribe may be considered as a Lawful Permanent Resident (LPR), they must meet **BOTH** of the following:

- Possess at least 50% American Indian blood
- Established residency in the U.S.

These noncitizens usually have USCIS form I-181.



## **B. NON-SPONSORED LAWFUL PERMANENT RESIDENT**

A non-sponsored Lawful Permanent Resident (LPR) is a noncitizen given permission to permanently live and work in the U.S. and has not been sponsored through USCIS by an individual or an organization. A non-sponsored LPR must meet at least **ONE** of the additional requirements listed below:

### **01. Five years of Lawful Residency:**

To meet the five year requirement, a Lawful Permanent Resident (LPR) must have been continuously living in the U.S. as an LPR for five years or more.

### **02. Prior Qualified Status**

To meet the qualified status, a Lawful Permanent Resident (LPR) must have entered the U.S. in a temporary qualified status.

### **03. Military Connection**

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

- a. They are a qualified Non-Citizen
- b. They meet one of the following military service criteria:

- 01. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
- 02. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used.
- 03. Only full-time Air Force, Army, Navy, Marine, or Coast Guard is eligible. Any Reserve or National Guard duty is excluded.
- 04. A spouse or unwed dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements listed below:
  - o Is legally married to the veteran or person on active duty
  - o Is legally separated from the veteran or person on active duty
  - o Is a widowed spouse of the veteran or person on active duty and has not remarried

**NOTE:** The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident.

### **04. Continuous Residency**

These noncitizens must provide documentation that indicates they have been residing in the U.S. continuously since August 22, 1996.

There must be no absences longer than 30 continuous days. The total of all absences must be fewer than 90 days from the time the noncitizen entered the U.S. up to the date their status (LPR, parolee, or battered) status was approved.

When it has been determined there is potential eligibility for the qualified noncitizen, the noncitizen must provide **BOTH** of the following:

1. A written statement. The statement must include both of the following:
  - A. The date the noncitizen arrived in the U.S.
  - B. All absences from the U.S. from the arrival date until the date the LPR, parolee, or battered noncitizen status was approved.
2. Documentation to support the statement of the qualified noncitizen that they reside in the U.S. and have continuously resided in the U.S. since PRIOR to August 22, 1996. Several documents may be required to support the presence of the noncitizen in the U.S. The documentation may include, but are not limited to, the following:
  - \* Driver's license
  - \* Motor vehicle title(s) that lists the noncitizen
  - \* Rent or lease receipts or agreements that list the noncitizen
  - \* Mortgage records
  - \* Church records
  - \* School records for children that list the noncitizen
  - \* Income tax returns
  - \* Medical records
  - \* Statement from doctors indicating time frames the noncitizen as treated
  - \* Statement from clergy
  - \* Attorney records
  - \* USCIS records
  - \* Employment records

### 300. **NON-CITIZEN ALIEN IDENTIFICATION CARDS**

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).**

#### .01 ALIEN IDENTIFICATION CARDS

The eligible ID cards listed in this section are **as follows:**

a. I-94 Arrival/Departure Record:

1-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. I-94 Parole Edition:

1-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

c. I-151 Alien Registration Card:

The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist. Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

d. I-551 Permanent Resident Card

e. Visa Stamps in Foreign Passports – Eligible when all of the following occur:

- The Visa is stamped “Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence”.
- Neither the Visa NOR the passport have expired. The passport’s expiration date is normally found on the same page as the person’s photograph.

**NOTE:** Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

**NOTE:** Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

#### 400 AFFIDAVIT THAT DOCUMENT(S) IS/ARE TRUE

.01 An eligible applicant must execute a sworn affidavit (**see Exhibit IV**) stating that the documentation provided as listed on this document during the verification process is/are true.

- i. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.
- ii. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members, or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation
- iii. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

#### **400. NON-CITIZENS - INELIGIBLE CARDS**

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. Any alien ID cards that are expired.
2. I-181a – Memorandum of creation of record of lawful permanent residence
3. I-184-Crewman Landing Permit
4. I-185-Nonresident Alien Canadian Border Crossing Card
5. I-186 – Nonresident Mexican Border Crossing Card
6. I-444-Mexican Border Visitor Permit
7. I-586-Nonresident Alien Border Crossing Card
8. I-688A – Employment Authorization – This is the first card issued to noncitizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.
9. I-688 -Temporary Resident - this is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.
10. I-688B-Employment Authorization – Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
11. I-689 Fee Receipt
12. I-766-Employment Authorization – This card was introduced in 1997. Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
13. DSP150 Border Crossing Card – This card was introduced in 1998.
14. Student Visa



Arizona Community Action Association

## Exhibit C



### Southwest Gas Low Income Bill Assistance Guidelines July 1, 2013 – June 30, 2014

#### **Scope of work:**

The Southwest Gas Bill Assistance funds will be used to pay Southwest Gas bills (including deposits) for income-qualified customers in crisis situations.

Crisis situations will include:

- Sudden loss of income
- Unexpected expense that results in an inability to pay
- At risk of endangering health by not utilizing necessary appliances such as furnace or water heater.

#### **Customer Qualifications:**

- Have the Southwest Gas account in their name or apply for assistance by named proxy
- Be facing a hardship
- Have a household income equal to or less than 150% of the current Federal Poverty Income Guidelines (FPIG)
- Have not received assistance funds from Southwest Gas Low Income Energy Conservation Bill Assistance Program during the past 12 months.

#### **Client Intake Processes:**

- Please refer to the Home Energy Assistance Fund Policy Manual for policies on client intake.

#### **Client Verification and Documentation:**

- Please refer to the Home Energy Assistance Fund Policy Manual addendum on Verification and Documentation for guidance on client verification processes.
- Verification of citizenship not applicable for this fund source.

#### **Grant Maximum:**

\$400 per household per 12 month period.

**Note:** Twenty-five percent (25%) of your total allocation is allowed for deposits. For example, if your agency receives \$6,000 you are allowed to use only \$1,500 for deposits and the rest (\$4,500) on utility usage.

### **Funding**

- The allocation must be expended by the end of the contract period.
- Assistance will only be given in the form of credits to the household's account in the form of a funds transfer to Southwest Gas.

### **Record Keeping**

Contractor will be required to gather and maintain the following records to properly administer the program:

- Household Information including but not limited to:
  - Name
  - Address
  - Phone Number
  - Number in household
  - Income verification of all household income
- Copy of latest bill
- Explanation (only) of crisis documented on the application
- Amount of assistance provided to each household

### **Reporting**

Contractor is required to report their activities on the 15<sup>th</sup> of the month following the last day of business in the previous month or as requested by ACAA. Client activity will be submitted to ACAA through the GMS integration routine. Supplemental client information may be requested as needed.

## **Exhibit D**



**Home Energy  
Assistance Fund**  
*Aid. Educate. Conserve.*

**Arizona Community Action Association  
Home Energy Assistance Fund  
SFY-2014**

**Policy Manual**

July 1, 2013 – June 30, 2014



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## **Mission**

*The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.*

## **Purpose and Principles**

The ACAA Home Energy Assistance Fund, also referred to as the “Fund”, has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a “hand up” not a “hand out”;
- Empower administering agencies with the discretion to assist families as needed.

## **Household Eligibility**

### **An Eligible Applicant**

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver’s license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

### **Relatives of Applicants**

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

### **Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants**

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity.

These individuals or members of their households may apply for assistance. Application intake for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

### **Services to Native Americans Living on Reservation**

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

### **Income Eligibility**

Household income level will be limited to 200% FPIG<sup>1</sup>. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

### **Utility Status**

Applicants with a delinquent account<sup>2</sup>, a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

### **Definition of Crisis**

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason may be supported with the necessary documentation and/or verification when applicable.

#### **Crisis Reasons<sup>3</sup>:**

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

### **Sincere Effort to Pay**

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

### **Housing Status**

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided<sup>4</sup>.

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<sup>1</sup> Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

<sup>2</sup> An account that is one or more days past due and current charges are eligible

<sup>3</sup> Refer to the Glossary of Terms for detailed examples of crisis reasons

## Energy Burden

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

## Grants Approvals

### Grant Amounts

The total assistance possible is a maximum of \$500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

### M-Power® and Other Prepay Energy Sources

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days.** The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed \$500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden<sup>5</sup>. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds \$500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

Example 1:

---

<sup>4</sup> Evidence may include a copy of the lease or a note from the landlord.

<sup>5</sup> Forward balance cannot not exceed 150% of the current energy burden.

MPower customer

Back balance = \$150

30 day need = \$100

Payback percentage required by SRP: 40%

Total grant: \$250

The case log must note that \$150 is earmarked for balance payoff. Otherwise, the \$250 will automatically be posted with 60% going to purchase (\$150) and 40% going to payoff (\$100), leaving \$50 in arrears.

#### Example 2

Back balance = \$700

30 day need = \$120

Payback percentage: 40%

Total grant: \$500

Case log should note that \$120 goes to present purchase with remaining \$320 to be applied to back balance. Otherwise, the \$500 will automatically be posted with 60% going to purchase (\$300) and 40% going to payoff (\$200).

### Grant Frequency

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

### Assistance Available

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

### Multiple Accounts

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis<sup>6</sup>.

### Grants pay for:

#### Account arrearages

The grant amount cannot exceed the total amount owed on the account(s)<sup>7</sup>.

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<sup>6</sup> For example a gas and electric account

<sup>7</sup> Exceptions may apply to clients with M-Power utility accounts

### **Security Deposit**

Security deposits will be made only in the name of the adult in the household.

### **Current Account Charges**

#### **Late Fees**

#### **Service Establishment and Reconnect Fees**

### **Decision Notice**

The Agency will provide written notice to the applicant of approval and/or denial of assistance. The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

### **Other Utility Assistance Programs**

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

### **Payments Made to Ineligible Households**

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

### **Fraudulent Information**

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

## **Determining Household Income**

### **Countable Income**

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended<sup>8</sup>. Income will be included from the 30 days prior to the date of application.

#### **Sources of countable income:**

- A. Earned Income: employment, self employment<sup>9</sup>
- B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,

---

<sup>8</sup> A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

<sup>9</sup> Net income will be counted (Gross income less business related expenses)

- C. Pensions
- D. Worker's Compensation
- E. Child Support
- F. Work Study
- G. Other Unearned Income: rental income, and endowments or legal settlements.
- H. Indian Gaming Commissions

#### **Excluded Income**

- A. Food Stamps
- B. Medicare
- C. WIC
- D. AmeriCorps Stipend
- E. Earned income of a child that is 16 or 17 years of age and is a full time student
- F. Earned income of a child under 16 years of age
- G. Cash gifts
- H. Insurance Payments
- I. IDA Accounts

#### **Individuals Whose Income Must Be Counted**

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time**, will be counted.

#### **Individuals Whose Income Will Not Be Counted**

- A. Income for persons ages 16 and 17 who attend school full time is not counted.
- B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

#### **Household Members**

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"<sup>10</sup>. Roommates' income is treated as one household entity<sup>11</sup>. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

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<sup>10</sup> Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

<sup>11</sup> Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.



## 2013– 2014 Federal Poverty Income Guidelines

Effective July 1, 2013 – June 30, 2014

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty	150%	200%
Household size		
1	1,436	1,915
2	1,939	2,585
3	2,441	3,255
4	2,944	3,925
5	3,446	4,595
6	3,949	5,265
7	4,451	5,935
8	4,954	6,605
9	5,456	7,275
10	5,959	7,945
For each additional member add:	\$503	\$670

### Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:

Past 30 days of household income: \$1,000

One-month current electric bill: \$45, one-month current gas bill: \$50 = \$95

$$\$95/\$1,000 = 9.5\% \text{ Energy Burden}$$

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of \$200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of \$200 may be substituted.

Example:

Propane receipt 1 dated 1/10/07  
Cost: \$300  
Quantity: 100 gallons

Propane receipt 2 dated 4/10/07  
Cost: \$250  
Quantity: 100 gallons

Date of Application: 7/10/07  
Cost per day =  $\$300 / 90 \text{ days} = \$3.33$   
30 day energy cost =  $\$3.33 * 30 = \$99.99$

Household income: \$1,000  
30 day energy cost: \$99.99  
 $\$99.99 / \$1,000 = 9.9\%$  Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a \$200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

## Verification and Documentation

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

**For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract):**  
**Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.**

## Maintaining Client Records

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

## Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the

staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

## **Monitoring Process**

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

## **Cooperation**

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

## **Confidentiality**

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

## **Non Discrimination Policy**

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

## **Appeals Policy**

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

## **Glossary of Terms**

### **Standard Cost**

The default cost associated with the utility consumption when the actual cost is not feasible.

### **Boarder**

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

Example:

Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

### **Crisis Reasons**

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.
2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.
3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

### **Customer of Record**

The name of the person on the utility account.

### **Delinquent Account**

An account that is one or more days past due.

### **Household**

Consists of each person living in the home at the time of application.

### **Late Fees**

Charges imposed by the utility company to the account due to a tardy payment to the account.

### **Power of Attorney**

A legal document authorizing one person to act on behalf of another.

**Roommates**

Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

**Examples:**

Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.

Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

**Service Reestablishment Fees and Reconnection Fees**

Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

# ARIZONA PUBLIC SERVICE (APS) CRISIS BILL ASSISTANCE PROGRAM

## Exhibit E

CAN PAY	APS utility bills on client's present address ONLY and must be a customer of record. <u>Cannot pay deposits, reconnect fees or establishment charges.</u> Funds can be used for Prepay purchases or Prepay outstanding balance.
MAXIMUM GRANT AMOUNT:	<p>\$400.00 for current and past due amounts. No credit can be given on an account.</p> <p>*If a client is on the Equalizer Program and shows a credit on account, but is unable to pay Equalizer amount due to a crisis, they are still eligible to receive assistance if they meet eligibility criteria. Also, if client has Prepay and has little to no funds due to a crisis and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.</p>
SERVICE CODES:	UTA
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	<p>Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers.</p> <p>Household income for the most recent 30 days, including the date of application</p> <p><b>Households must be at or below 200% of the federal poverty guidelines.</b> All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none"><li>1. Application for benefits.</li><li>2. Most recent APS utility bill.</li><li>3. Income verification for the most recent 30 days including application date.</li><li>4. Printed, signed copy of the GMS application.</li></ol>

**EXHIBIT F**
**FEDERAL POVERTY GUIDELINES  
Effective July 1, 2013 - June 30, 2014**
**Arizona Community Action Association  
Home Energy Assistance Fund  
Percent of Poverty Display - Monthly Gross Income**

Information based on the Federal Register published on January 24, 2013

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
0% to 74%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	<b>\$709</b>	<b>\$956</b>	<b>\$1,204</b>	<b>\$1,453</b>	<b>\$1,700</b>	<b>\$1,948</b>	<b>\$2,196</b>	<b>\$2,444</b>	<b>\$2,692</b>	<b>\$2,940</b>	
											<b>\$248</b>
75% to 100%	\$710	\$957	\$1,205	\$1,454	\$1,701	\$1,949	\$2,197	\$2,445	\$2,693	\$2,941	
	<b>\$958</b>	<b>\$1,293</b>	<b>\$1,628</b>	<b>\$1,963</b>	<b>\$2,298</b>	<b>\$2,633</b>	<b>\$2,968</b>	<b>\$3,303</b>	<b>\$3,638</b>	<b>\$3,973</b>	
											<b>\$335</b>
101% to 125%	\$959	\$1,294	\$1,629	\$1,964	\$2,299	\$2,634	\$2,969	\$3,304	\$3,639	\$3,974	
	<b>\$1,198</b>	<b>\$1,617</b>	<b>\$2,034</b>	<b>\$2,454</b>	<b>\$2,872</b>	<b>\$3,291</b>	<b>\$3,710</b>	<b>\$4,128</b>	<b>\$4,547</b>	<b>\$4,966</b>	
											<b>\$419</b>
126% to 150%	\$1,199	\$1,618	\$2,035	\$2,455	\$2,873	\$3,292	\$3,711	\$4,129	\$4,548	\$4,967	
	<b>\$1,436</b>	<b>\$1,939</b>	<b>\$2,441</b>	<b>\$2,944</b>	<b>\$3,446</b>	<b>\$3,949</b>	<b>\$4,451</b>	<b>\$4,954</b>	<b>\$5,456</b>	<b>\$5,959</b>	
											<b>\$503</b>
151% to 200%	\$1,438	\$1,940	\$2,442	\$2,945	\$3,447	\$3,950	\$4,452	\$4,955	\$5,457	\$5,960	
	<b>\$1,915</b>	<b>\$2,585</b>	<b>\$3,255</b>	<b>\$3,925</b>	<b>\$4,595</b>	<b>\$5,265</b>	<b>\$5,935</b>	<b>\$6,605</b>	<b>\$7,275</b>	<b>\$7,945</b>	
											<b>\$670</b>
Annual	11,490	15,510	19,530	23,550	27,570	31,590	35,610	39,630	43,650	47,670	4020





## *GILA COUNTY ATTORNEY*

*Bradley D. Beauchamp*

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

### **Explanation of the Gila County Attorney's Office "Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

**ARF-1853**

**Consent Agenda Item 3- D**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: Adam  
Shepherd,  
Sheriff

Submitted By: Nancy Neumann, Executive  
Administrative Assistant, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: FY2013

Budgeted?: No

Contract Dates 10-1-12 to

Grant?: Yes

Begin & End: 9-30-13

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Governor's Office of Highway Safety (GOHS) Contract #2013-164-044

Background Information

On March 5, 2013, the Board of Supervisors authorized the Gila County Sheriff's Board to submit a letter to Alberto Gutier, Director of the Governor's Office of Highway Safety (GOHS), requesting GOHS Alternative Funding - 164 in the amount of \$9,069.69 for the purchase of 30 portable breathalyzers and 1,000 mouthpieces for the breathalyzers.

Evaluation

The Governor's Office of Highway Safety (GOHS) has approved additional DUI Grant Funding (164) FY13 Cycle and has awarded the Gila County Sheriff's Office funding in the amount of \$6029.98 to be used for 15 portable breath testers (PBTs) and six-hundred (600) PBT mouthpieces. These will be utilized to support DUI enforcement through the Gila County Sheriff's Office. The Gila County Sheriff's Office will continue to monitor the DUI enforcement program and will continually report necessary DUI statistical data to ensure accurate comparisons of DUI arrests, citations, and warnings that are issued. The Gila County Sheriff's Office will continue to increase the public's awareness associated with the dangers of drinking and driving.

Conclusion

The Gila County Sheriff's Office was awarded a GOHS Contract # 2013-164-044 for the amount of \$6,029.98. It is to be used for 15 portable breath testers and six hundred PBT mouthpieces. The Board of Supervisors needs to accept this funding on behalf of the Sheriff's Office.

Recommendation

The Gila County Sheriff's Office recommends that the Board of Supervisors approve the Governor's Office of Highway Safety (GOHS) Contract #2013-164-044 in the amount of \$6029.98.

Suggested Motion

Authorization of the Chairman's signature on a Highway Safety Contract (GOHS Contract 2013-164-044) between that Governor's Office of Highway Safety (GOHS) and the Gila County Sheriff's Office to accept GOHS alternative funding source #164 in the amount of \$6,029.98 for the purchase of DUI enforcement equipment to be spent by September 30, 2013.

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Attachments

GOHS Contract #2013-164-044

Legal Explanation

## HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA 20.608
1.	<b>APPLICANT AGENCY</b> Gila County Sheriff's Office (GCSO)	<b>GOHS CONTRACT NUMBER</b> 2013-164-044
	<b>ADDRESS</b> P.O. Box 311, Globe, AZ 85502	<b>PROGRAM AREA</b> 164-AL <b>TASK(s)</b> 2
2.	<b>GOVERNMENTAL UNIT</b> Gila County	<b>AGENCY CONTACT</b> Lt. Mike Johnson
	<b>ADDRESS</b> 1400 E Ash Street, Globe, AZ 85501	<b>3. PROJECT TITLE</b> DUI Enforcement Equipment – Total of Fifteen (15) Portable Breath Testers (PBTs), Materials and Supplies
4.	<b>GUIDELINES</b> 164 – Alcohol (AL)	
5.	<b>BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 164 funds will support the purchase of Fifteen (15) Portable Breath Testers (PBTs), Materials and Supplies. The DUI enforcement equipment will enhance DUI enforcement throughout the Gila County. 100% of GOHS 164 will be used for this contract.	
6.	<b>BUDGET</b> <b>COST CATEGORY</b>	<b>Project Period</b> <b>FY 2013</b>
I.	Personnel Services	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$229.98
VII.	Capital Outlay	\$5,800.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>\$6,029.98</b>
<b>PROJECT PERIOD</b>		<b>FROM:</b> Effective Date ( <i>Date of GOHS Director Signature</i> ) <b>TO:</b> 09-30-2013
<b>CURRENT GRANT PERIOD</b>		<b>FROM:</b> 10-01-2012 <b>TO:</b> 09-30-2013
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$6,029.98</b>		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.



**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Gila County is centrally located within the State of Arizona bordered by six neighboring Counties. Gila County has an approximate full time population of 55,000 individuals. With its central location Gila County is a hub for individuals traveling to and through Gila County where the population on busy weekends is increased by thousands and the motoring public passing through Gila County increases by the tens of thousands.

Gila County has a total land mass of 4,767.70 square miles and also boasts Roosevelt Lake, the largest lake in Central Arizona with 112 miles of shoreline and 22,000 acres of surface water. There are six major highways within Gila County U.S. 60, U.S. 70, S.R. 77, S.R. 87, S.R. 188 and S.R. 260. Gila County is diverse ranging from low desert to mountainous Ponderosa Pines in the higher elevations.

**Agency Problem:**

The Gila County Sheriff's Office continues to struggles with critical budget issues, due to current economic difficulties. Currently, the Gila County Sheriff's Office is operating without portable breathalyzers (PBT's) in the field. The Gila County Sheriff's Office is relying upon the Governor's Office of Highway Safety (GOHS) funding to support the purchase of DUI enforcement equipment necessary to address the current DUI issue fully.

**Agency Attempts to Solve Problem:**

The Gila County Sheriff's Office continually strives to find innovative methods to specifically and aggressively combat impaired driving and underage drinking violations. Currently, the agency continues to seek additional funding for the dedicated DUI enforcement equipment but was unable to secure an additional funding source.

**Agency Funding:**

Federal 164 funds will support the purchase of (15) Portable Breath Testers (PBTs), Materials and Supplies. The DUI enforcement equipment will enhance DUI enforcement throughout the Gila County. 100% of GOHS 164 will be used for this contract.

**How Agency Will Solve Problem With Funding:**

Should the Gila County Sheriff's Office receive the requested funding, the agency will purchase (15) Portable Breath Testers (PBTs) and Six-Hundred (600) PBT's Mouthpieces. The PBT's, Materials and Supplies will be utilized to support DUI enforcement throughout the Gila County. In addition, the Gila County Sheriff's Office will continue to monitor the DUI enforcement program; and will continually report necessary DUI statistical data to ensure accurate comparisons of DUI arrests, citations, and warnings that are issued. Furthermore, the Gila County Sheriff's Office will continue to increase the public's awareness associated with the dangers of drinking and driving.

**GOALS/OBJECTIVES:**

Federal 164 funds will support the purchase of (15) Portable Breath Testers (PBTs), Materials and Supplies. The DUI enforcement equipment will enhance DUI enforcement throughout the Gila County. 100% of GOHS 164 will be used for this contract.

Expenditures of funding pertaining to Alcohol Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Gila County Sheriff's Office will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Gila County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.**

**METHOD OF PROCEDURE:**

The Gila County Sheriff's Office will make expenditures as follows to meet the outlined Program Goals/Objectives:

**Materials and Supplies**

**Six-Hundred (600) PBT's Mouthpieces for Alcohol/Impaired Driver/Youth Alcohol**

**Capital Outlay**

**Fifteen (15) Portable Breath Testers (PBTs) for Alcohol/Impaired Driver/Youth Alcohol**

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.



**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**EQUIPMENT:****Fifteen (15) Portable Breath Testers (PBTs)**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked DUI enforcement vehicles and marked DUI enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Gila County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Gila County Sheriff's Office further agrees to dispose of this equipment using the Gila County Sheriff's Office's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Gila County Sheriff's Office can refer to that of the state. The Gila County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Gila County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records. The Gila County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:**

The Gila County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **[Fifteen (15) Portable Breath Testers (PBTs)]**.

**Decals:**

The Governor's Office of Highway Safety shall provide the Gila County Sheriff's Office with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.



**Equipment Purchase:**

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

**Original Purpose of Equipment:**

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 164 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

**Insurance:**

It is agreed that the Gila County Sheriff's Office shall adequately insure all capital equipment purchased under this contract for repair or replacement.

**SPECIFIC REQUIREMENTS:****BREATH TESTING DEVICES-****Requirements for Portable Breath Test Devices (PBTs):**

The Gila County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the agency and will be available upon request for review by GOHS.

**Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):**

The successful vendor must certify that the devices purchased are on the NHTSA Conforming Products List and must meet, or exceed, NHTSA model specifications. In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The Gila County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the Intoxilyzers purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Gila County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

#### **PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**

##### **Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

##### **Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

##### **Requirements for Paid Media:**

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

#### **EQUIPMENT-**

##### **Requirements for Equipment:**

The Gila County Sheriff's Office shall include a high quality color photograph of all equipment purchased under this contract. The Gila County Sheriff's Office shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

#### **METHOD OF PROCUREMENT:**

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Gila County Sheriff's Office shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Gila County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

##### **State Contract:**

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

#### **PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.



**Quarterly Report**

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>Quarterly Report</b> (January 1 to March 31) 2013	April 15, 2013
<b>Quarterly Report</b> (April 1 to June 30) 2013	July 15, 2013
<b>Quarterly Report</b> (July 1 to September 30) 2013	October 30, 2013
<b>Final Statement of Accomplishment</b>	October 30, 2013

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**J. Adam Shepherd, Sheriff, Gila County Sheriff's Office, shall serve as Project Director.**

**Mike Johnson, Lieutenant, Gila County Sheriff's Office, shall serve as Project Administrator.**

**Michelle S. Harrington, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final

RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>). Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at [www.azgohs.gov](http://www.azgohs.gov). Failure to meet the reporting requirements may be cause to terminate the project.

### **PROJECT MONITORING:**

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies.

### **Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

### **PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30<sup>th</sup> of that or subsequent year as indicated on the Highway Safety Contract.

### **DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the federal fiscal year of the contract.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.



**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	<b>Materials and Supplies</b> <b>Six-Hundred (600) PBT's Mouthpieces</b>	<b>\$229.98</b>
VII.	<b>Capital Outlay (See itemized chart below)</b> <b>Fifteen (15) Portable Breath Testers (PBTs)</b>	<b>\$5,800.00</b>
<b>TOTAL ESTIMATED COSTS</b>		<b>*\$6,029.98</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Gila County Sheriff's Office shall absorb any and all expenditures in excess of **\$6,029.98**.

**How the DUI Enforcement Funding is allocated:**

Program Source	Contribution % Amount	Total Amount Approved
GOHS 164	100 %	\$6,029.98
GOHS 410	0 %	\$0.00
<b>TOTAL AMOUNT FUNDED</b>	<b>100 %</b>	<b>\$6,029.98</b>

**DAILY ENFORCEMENT REPORT  
(For Agency Use Only)**


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Month                      Day                      Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**


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Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

**CERTIFICATIONS AND AGREEMENTS**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XXI herein, "Termination and Abandonment".



- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.



**VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

## **XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

## **XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.



**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XX. Sudan and Iran**

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**XXI. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XXII. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.



**REIMBURSEMENT INSTRUCTIONS**

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

2. **Agency's Fiscal Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

3. ***REIMBURSEMENT INFORMATION:***

**Warrant/Check to be made payable to:**

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

**AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE****Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.


**Lobbying Restrictions****Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***Signature of Project Director:***

J. Adam Shepherd, Sheriff  
Gila County Sheriff's Office

  
\_\_\_\_\_  
5/28/13 (928) 425-4445  
Date Telephone

***Signature of Authorized Official of  
Governmental Unit:***

Michael Pastor, Board Member  
Gila County Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
Date Telephone







*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-1831**

**Consent Agenda Item 3- E**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: David Rogers,      Submitted By: Liz Mata, Administrative Clerk,  
Elections                                      Elections Department  
Specialist

Department: Elections Department

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Information

Request/Subject

Tri-City Regional Sanitary District Governing Board Resignation and Appointment

Background Information

ARS 48-1012 (C) if a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office. If the district board lacks a quorum for any reason for more than thirty days, the county board of supervisors may revoke the authority of the appointed or elected board of directors pursuant to section 48-1016.

Evaluation

Tri-City Regional Sanitary District Governing Board member Richard Dixon tendered his verbal resignation during the December 12, 2012 meeting. The Tri-City Regional Sanitary District Governing Board appointed Melissa Buzan to complete the term.

Conclusion

Ms. Buzan has agreed to complete the term of office, which expires December 31, 2016.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Richard Dixon and the appointment of Melissa Buzan as the new governing board member for the Tri-City Regional Sanitary District.

Suggested Motion

Acknowledgment of the resignation of Mr. Richard Dixon from the Tri-City Sanitary District Governing Board and the appointment of Malissa Buzan to complete the term, from June 4, 2013, to December 31, 2016.

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Attachments

ARS 48 2012 (C), Tri-City San Dist mtg minutes, oath

From: ElectionCopier@co.gila.az.us  
Sent: Tuesday, April 30, 2013 11:27 AM  
To: Mata, Liz  
Attachments: doc00912520130430112711.pdf

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**ARF-1832**

**Consent Agenda Item      3- F**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: David Rogers,      Submitted By: Liz Mata, Administrative Clerk,  
Elections      Elections Department  
Specialist

Department: Elections Department

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Information

Request/Subject

Pleasant Valley Fire District Governing Board resignation and appointment of two members.

Background Information

ARS 48-803 (B) If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

Evaluation

Pleasant Valley Fire District Board member Barry Dille tendered his written resignation effective March 13, 2013. The Pleasant Valley Fire District Board appointed Margaret Peggy Slusher to replace Mr. Dille and complete his term ending 12/31/2014. Pleasant Valley Board member Patrick Hosman tendered his resignation April 10, 2013. The Pleasant Valley Fire District Board appointed Pamela Sue Norman to replace Mr. Hosman and complete his term ending 12/31/2016.

Conclusion

Margaret Peggy Slusher has agreed to complete the term of resigned Board member Barry Dille, which expires 12/31/2014. Pamela Sue Norman has agreed to complete the term of resigned Board member Patrick Hosman, which expires 12/31/2016.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Barry Dille and appointment of Margaret Peggy Slusher, and the resignation of Patrick Hosman and the appointment of Pamela Sue Norman as the newly appointed governing board members of the Pleasant Valley Fire District.

Suggested Motion

Acknowledgment of the resignation of Barry Dille from the Pleasant Valley Fire District Governing Board and appointment of Margaret Peggy Slusher, term ending 12/31/2014, and the resignation of Patrick Hosman and the appointment of Pamela Sue Norman, term ending 12/31/2016.

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Attachments

Pleasant Valley FD resignations, oaths, mtg min.



**PLEASANT VALLEY FIRE DISTRICT**  
**RECORDED MINUTES OF BOARD MEETING, March 13, 2013**  
**These recorded minutes will be submitted for approval at the**  
**April 10, 2013 Board Meeting**

1. The meeting was called to order by Chairman Pat Hosman at 1736 hours
2. Pledge of Allegiance was recited by all in attendance
3. Roll call and confirmation of a quorum. Members present: Chair Pat Hosman, Vice Chair Dave Braswell, Treasurer Ted Tucci, Clerk Bonnie Benne and Barry Dille. Non-Board Members present: Administrator Becky Cottum, Con Slusher, Shawn Mc Ewen, Nathan Charlton, Audrey Morris, Lauren Cathcart, Ed Wisdom, Carole Jones, Bonnie Hosman, Judy Ellis, Becky Orahod, Jill Fortuny, Terry Putnam, Caryn Paige, Steve Paige, Kathy Hunt, and Carol Clark.

**4. Approval of the Recorded Minutes of February 13, 2013:** An amendment to the February minutes to include the vote on the change of the November, December and January Bingo dates was made by Bonnie Benne. A motion for the acceptance and approval of the amended minutes was given by D. Braswell & B. Dille, respectively. The vote carried unanimously.

**5. Reports and Correspondence:**

**a. Chief's Report:** In lieu of Interim Fire Chief Mitch Skolnekovich's absence Becky Orahod gave the Chief's report. The last training meeting was Chimney Cleaning. They are actively recruiting. We have two new members and a third "in the wings".

**b. Treasurer's Report:** T. Tucci reported that the General Funds balance is \$60,831.72. The Capital Reserve balance for this same period is \$42,073.36.

**Bingo Report:** As of February 28, 2013, there is an account balance of \$3,931.05.

**Fund Raiser Account update:** For the same period, the Fund Raiser balance, (checking and savings) is \$8,394.39. Chair Hosman explained the monies we get from the County from our taxes and how we are able to pay for our vehicles. A motion for approval of the Treasurer's Report was made by B. Benne & B. Dille, respectively. The vote carried unanimously.

**c. Other reports or correspondence:** Nothing to report

**d. Administrative Communication:** No report.

**7. PVFD Board Opening:** Barry Dille read his resignation letter citing "that other challenges and obligations have presented themselves" and "he can no longer fulfill the duties that are expected of a board member". A call went out at the meeting for anyone one interested to please apply at the Fire Station or let a Board Member know.

**8. Briefing from the PVFD Board Chair Pat Hosman:** Chair Hosman gave a briefing regarding the facility and how the building was from community backing and funds. He also explained that the Fire Board is governed by Arizona Revised Statutes, Title 48, the fire district powers and duties, the Fire Department's ISO Rating, Opening Meeting and Executive Sessions Laws. Chair Hosman read Rule 5- Conduct of Meetings from the Arizona Fire District Association Handbook. Three Handouts were given to the public, please see attached. Chair Hosman addressed some of the questions that were appearing in face book and in the community. He read the resignation letters from Kathy Hunt and Chuck Freegard. He explained the monies to compensate M. Skolnekovich and H. Robertson will be covered without raising taxes. That the Board approves the budget and it is posted in the Post Office. By purchasing two vehicles the ISO rating has gone down. This information is available thru your Insurance Agent. Chair Hosman discussed grants that we are actively seeking for Building # 3 to house our vehicles. Former Chief Kathy Hunt was recognized for her 8 years of service and hard work in getting the Fire Department to where it is today. She received a round of applause from all present.

**9. Call to Public:**



March 13, 2013

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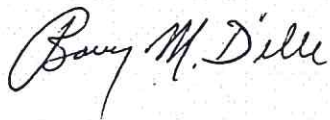
PLEASANT VALLEY FIRE DEPT  
Young, AZ 85554

Pleasant Valley Fire Board,

Please accept this letter of resignation of my services, as other challenges and obligations have presented themselves to me at this time.

I can no longer fulfill the duties that are expected of a board member.

Thank you,

A handwritten signature in cursive script that reads "Barry M. Dille".

Barry M. Dille

**PLEASANT VALLEY FIRE DISTRICT**  
**RECORDED MINUTES OF BOARD MEETING, April 10, 2013**  
**These recorded minutes will be submitted for approval at the**  
**May 8, 2013 Board Meeting**

**Bingo Report:** As of March 31, 2013, there is an account balance of \$3,978.09.

**Fund Raiser Account update:** For the same period, the Fund Raiser balance, (checking and savings) is \$9,129.01. A motion for approval of the Treasurer's Report was made by B. Benne & D. Braswell, respectively. The vote carried unanimously.

**c. Other reports or correspondence:** Nothing to report

**d. Administrative Communication:** No report.

**7. Interviews for PVFD Board Opening:** P. Slusher was interviewed for the position. A motion to approve P. Slusher as the new Board Member was made by D. Braswell and T. Tucci, respectively. The vote carried unanimously.

**8. Reorganization of PVFD Board:** Immediately after the appointment of P. Slusher a reorganization of the Board, as required by law, was voted on. The appointment of D. Braswell as PVFD Board Chair was motioned by B. Benne and P. Hosman, respectively. The voted carried unanimously. The appointment of P. Slusher as Clerk was made by T. Tucci and B. Benne, respectively. The vote carried unanimously. A motion to have T. Tucci remain as Treasurer was made by B. Benne and D. Braswell, respectively. The vote carried unanimously.

**9. Receipt of the email with Community Concerns:** Acknowledgement of the receipt of the email regarding Community Concerns was made. No action was taken at this time.

**10. Approval of Purchasing new tires for 610 and the Calibration of the SCBAs:** A motion was made to approve the purchasing of the new tires and the calibration of the SCBAs by D. Braswell & T. Tucci, respectively. The vote carried unanimously.

**11. Approval of Actions taken by the Board at the February 13, 2013 Executive Session:** A motion to approve the appointment of M. Skolnekovich as PVFD Chief and resend the stipend for the EMT was made by T. Tucci and D. Braswell, respectively. The vote carried unanimously.

**12. Vote to hold an Executive Session regarding Stipends for the PVFD and Adjournment:** A vote to hold an Executive Session regarding Stipends and adjournment was made by D. Braswell and T. Tucci, respectively. The vote carried unanimously.

Posted: March 16, 2013

Prepared by: Bonnie Benne  
PVFD Board Clerk



# OATH OF OFFICE

## Pleasant Valley Fire District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

### OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; CLASSIFICATION; DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

A.R.S. § 38-231 (E) Oath:

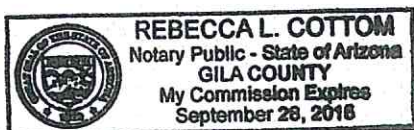
State of Arizona, County of Gila  
MARGARET PEGGY SLUSHER

I, \_\_\_\_\_ do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of BOARD MEMBER according to the best of my ability, so help me God (or so do I affirm).

Margaret Peggy Slusher  
Signature

Subscribed and sworn (or affirmed) to before me on this 29<sup>th</sup> day of April, 2013  
(SEAL)

Rebecca L. Cotton  
Notary Public





21

**PLEASANT VALLEY FIRE DISTRICT  
RECORDED MINUTES OF 'SPECIAL' BOARD MEETING  
April 12, 2013**

**These recorded minutes will be submitted for approval  
at the May 8, 2013 Board Meeting**

1. The meeting was called to order by Chairman David Braswell at 9:06 a.m.
2. Pledge of Allegiance was recited by all in attendance
3. **Roll call and confirmation of a quorum:** Members present: Chair David Braswell, Treasurer Ted Tucci, Clerk Peggy Slusher and Member Bonnie Benne. Non-Board Members present: Mitch Skolnekevich, Kathy Hunt and Karol Clark.
4. **Acceptance of Board Resignation:** A written resignation effective April 10, 2013, was received from Patrick Hosman and read by Chair David Braswell. A motion to accept this resignation was made by Bonnie Benne and Ted Tucci, respectively. The vote carried unanimously.

**Notice to Public – Fire Board Vacancy**

**For those interested in being considered for this open position, send a written notice to PVFD Fire Board, PO Box 303, Young, AZ 85554 or contact a Board member directly.**

**All candidates will be interviewed and one will be chosen by Board vote at the May 8, 2013 Fire Board meeting.**

**5. Appointment of Fire Chief:** Mitch Skolnekevich was appointed Fire Chief of the Pleasant Valley Fire Department. A motion of approval was made by Bonnie Benne and Peggy Slusher, respectively. The motion carried unanimously.

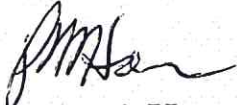
**6. Adjournment:** A motion was made to adjourn the meeting by Bonnie Benne and Ted Tucci, respectively. The vote carried unanimously and the meeting was adjourned at 9:40 a.m.

Pleasant Valley Fire Board:

It is time for me to move over and take my departure from service as Chairman and member of the board. It has been a great experience to serve with a cohesive and loyal board. I will miss our close association.

My resignation is effective this the 10<sup>th</sup> day of April and 1830 hrs.

Thanks and best wishes for continued success.



Patrick M. Hosman



This copy is made available for all local residents. If you would like a copy, one can be obtained from the Administrator at the Fire Station. Thank you.

**PLEASANT VALLEY FIRE DISTRICT**  
**RECORDED MINUTES OF BOARD MEETING, May 8, 2013**  
**These recorded minutes will be submitted for approval at the**  
**June 12, 2013 Board Meeting**

1. The meeting was called to order by Chair David Braswell at 1733.
2. Pledge of Allegiance was recited by all in attendance
3. **Roll call and confirmation of a quorum.** Members present: Chair David Braswell, Treasurer Ted Tucci, Bonnie Benne and Clerk Peggy Slusher. Non-Board Members scheduled to speak on Agenda Items: Rebecca Orahod, Assistant Fire Chief, Karol Clark and Pam Norman.
4. **Approval of the Recorded Minutes:** Motions for the acceptance and approval of four meetings are as follows: a. Regular Meeting Minutes of April 10, 2013: A motion was made by D. Braswell and T. Tucci, respectively. The vote carried unanimously. b. Special Meeting Minutes of April 12, 2013: A motion was made by B. Benne and P. Slusher, respectively. The vote carried unanimously. c. Executive Session Minutes of February 13, 2013: A motion was made by T. Tucci and B. Benne, respectively. The vote carried unanimously. d. Executive Session Minutes of April 10, 2012: It was noticed the date on the agenda was listed as April 12, 2013 and agreed a correction will be made to reflect this meeting was held on April 10, 2013. A motion was made by B. Benne and T. Tucci, respectively. The vote carried unanimously.
5. **Assistant Fire Chief – Approval/Vote:** Chair D. Braswell asked Board Members if there were any questions or objections to this approval. There were none. A motion to approve the appointment of Rebecca Orahod to the position of Assistant Fire Chief was made by B. Benne and T. Tucci, respectively. The vote carried unanimously.
6. **Interviews for PVFD Board Member:** a. Three individuals expressed an interest in being considered for the Board vacancy and two were in attendance: Karol Clark and Pam Norman. Clerk P. Slusher conducted separate interviews for both candidates. b. B. Benne made a motion to nominate Karol Clark and a second was made by T. Tucci. The vote carried as follows: B. Benne – Aye; D. Braswell, T. Tucci and P. Slusher – Nay. P. Slusher made a motion to nominate Pam Norman. The vote carried as follows: B. Benne – Nay; D. Braswell, T. Tucci and P. Slusher – Aye. **The appointment of Pam Norman to the Board was announced by Chair D. Braswell.** Notary Public Curtis Cortez administered the Oath of Office and notarized P. Norman's signature. c. Immediately after the appointment of P. Norman a reorganization of the Board, as required by law was completed. B. Benne made a motion that D. Braswell as Chair, T. Tucci as Treasurer and P. Slusher as Clerk remain in their respective positions. A second was made by P. Slusher and the vote carried unanimously. Dave Braswell made a motion to appoint B. Benne as Vice Chair and a second was made by T. Tucci. The vote carried unanimously.
7. **Reports and Correspondence:** a. Chief's Report was reported by Assistant Chief Rebecca Orahod in Chief Skolnekovich's absence. Before the report was given, D. Braswell introduced Tom Sexton and spoke of his 20+ years of fire experience and upon Chief Mitch's return encouraged them to talk. Tom offered to provide technical advice to the fire department. Since the last Board meeting, there have been nine (9) EMS calls and two (2) fires. R. Orahod expressed in Mitch's absence, she has been attending quite a few meetings; one being the No. Gila Chief's meeting in Payson. There has been a lot of talk about consolidating fire departments throughout the State although the PVFD would not be affected because of location. There is a State push for departments to engage in a three year planning study. The focus of the County meeting was Wildfire planning and projected New Mexico as having an active wildfire season. A meeting occurred with District Supervisor John Marcanti. He is interested in attending a meeting in Young to address concerns of Community Members and of the Fire District. Native Air was also represented at this meeting and their intent is to provide better service to our Community. Red Cross Trailer status: The PVFD was established as the designated facility not the Community Center. Arrangements will need to be made to place the Red Cross trailer on PVFD property. There is a 'deuce and a half' water tender available from Phoenix Surplus for \$1.00 and the department is looking into acquiring this vehicle as an additional water resource. The Auxiliary and Bingo volunteers put in a great deal of time in an attempt to make both of these events successful from a fund raiser perspective – Community support is needed in order for these events to continue.



## OATH OF OFFICE

### Pleasant Valley Fire District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; CLASSIFICATION; DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

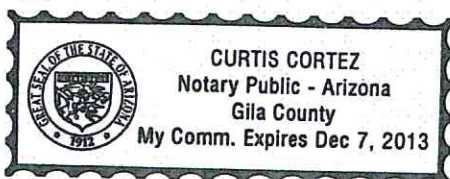
A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

I, Pamela S. Norman do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of BOARD MEMBER according to the best of my ability, so help me God (or so do I affirm).

Pamela Sue Norman  
Signature

Subscribed and sworn (or affirmed) to before me on this 8<sup>TH</sup> day of MAY, 2013.  
(SEAL)



Curtis Cortez  
Notary Public

**ARF-1865**

**Consent Agenda Item 3- G**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

Submitted For: David Rogers, Submitted By: David Rogers, Elections Specialist,  
Elections Department  
Specialist

Department: Elections Department

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Information

Request/Subject

Little Creek Land Company Domestic Water Improvement District Governing Board  
Member Resignations and Appointments.

Background Information

ARS 48-1012(C) provides that if a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office.

On May 12, 2009, the Board of Supervisors created the Little Creek Land Company Domestic Water Improvement District. The District consisted of one parcel of land (Gila County tax parcel number 303-08-005A) which was owned by the Cheney Family. The original Governing Board members were Cynthia Cheney, Jon Cheney and David Cheney.

In December 2012, the parcel of land was purchased by Los Padres Limited Partnership. The Partnership submitted a resolution dated December 18, 2012, appointing new governing board members.

Evaluation

In a resolution dated December 18, 2012, the Los Padres Limited Partnership agreed to appoint Keith N. Layton to complete the term of Cynthia Cheney which expires December 31, 2016; appoint K. Aaron Layton to complete the term of Jon Cheney which expires December 31, 2014; appoint Adam Layton to complete the term of David Cheney which expires December 31, 2016. These three appointments will reflect the new governing board for the Little Creek Land Company Domestic Water Improvement District.

Conclusion

Due to new ownership of Gila County tax parcel number 303-08-005A;

Keith N. Layton has agreed to complete the term of office, which expires Dec. 31, 2016

K. Aaron Layton has agreed to complete the term of office, which expires Dec. 31, 2014



Adam Layton has agreed to complete the term of office, which expires Dec. 31, 2016

Recommendation

The Department of Elections recommends that the Board of Supervisors acknowledge the resignations of Cynthia Cheney, Jon Cheney and David Cheney and the appointments of Keith N. Layton, K. Aaron Layton and Adam Layton as the new governing board members of the Little Creek Land Company Domestic Water Improvement District to fill unexpired terms of office.

Suggested Motion

Acknowledgment of the resignations of Cynthia Cheney, Jon Cheney and David Cheney from the Little Creek Land Company Domestic Water Improvement District Governing Board and the appointments of Keith N. Layton to complete the unexpired term of office through December 31, 2016; K. Aaron Layton to complete the unexpired term of office through December 31, 2014; and Adam Layton to complete the unexpired term of office through December 31, 2016.

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Attachments

A.R.S. 48-1012

Order Establishing Little Creek Land Company DWID

Los Padres Limited Partnership Resolution

Oath of Office

**48-1012. Elected board of directors; initial members; qualifications; terms; filling vacancy; chairperson; qualifications of electors**

A. At the option of the board of supervisors after presentation of a petition requesting the establishment of a domestic water improvement district or a domestic wastewater improvement district, or upon the submission of a separate petition following the establishment of an improvement district as prescribed by section 48-903, and subsequent to the approval of the county board of supervisors, the district shall be governed by an elected board of directors. The elected board shall consist of the number of members, not less than three, specified in the petition for establishment of the district. The first directors of such board shall be selected by the board of supervisors at the time the district is established. Members of the board of directors shall be qualified electors of the district and, after the members first appointed by the board of supervisors, shall be elected by the qualified electors of the district.

B. Immediately after the selection and qualification of the first directors of the board, the directors shall meet and divide themselves by lot into two classes as nearly equal in number as possible. Directors of the first class shall serve for a term of four years, and directors of the second class shall serve for a term of two years. Every director shall continue to discharge the duties of office until a successor is appointed and qualifies. Thereafter, at each regular election, one director for each expired term shall be elected and shall hold office for a term of four years, and until a successor is elected and qualifies. The dates of elections and of expiration of terms shall be specified in the petition for establishment of the district.

C. If a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office. If the district board lacks a quorum for any reason for more than thirty days, the county board of supervisors may revoke the authority of the appointed or elected board of directors pursuant to section 48-1016.

D. The board of directors shall annually elect a chairperson from among its members.

E. If only one person files or no person files a nominating petition for election to fill a position on the board of directors of the district, the county board of supervisors, by resolution, may cancel the election for that office and appoint the person who filed the nominating petition to fill that position. If no person files a nominating petition for an election to fill a district board office, the county board of supervisors, by resolution, may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.

F. For the purposes of either a domestic water improvement district or a domestic wastewater improvement district that is organized pursuant to this article and that serves at the time of organization a population of ten thousand persons or less according to the most recent United States decennial census, in addition to any other qualified elector of the district, any natural person who is a qualified elector of this state and who is a real property owner within the district is eligible to vote in a district election without regard to that person's residency and shall be deemed a qualified elector of the district for purposes of service on the board of directors.

When recorded,  
return to:  
Marian Sheppard, BOS  
(5/12/09 #2)

2009-005519 OR \* Page: 1 of 5  
05/13/2009 10:25:23 AM Receipt #: 09-3257  
Rec Fee: \$0 Gila County Bos - Marian Sheppard  
Gila County, Az, Sadie Tomerlin Dalton, Recorder



## Order

### Order Establishing the Little Creek Land Company Domestic Water Improvement District

WHEREAS, the Clerk of the Board of Supervisors of Gila County set Tuesday, the day of May 12, 2009, at the hour of 10:00 a.m. as the time and the Gila County Courthouse, 1400 East Ash Street, Globe, Arizona, as the place for the hearing on the formation of the Little Creek Land Company Domestic Water Improvement District; and

WHEREAS, notice of the public hearing was appropriately published in a newspaper of general circulation in the county, and mailed to the owners of real property located within the boundaries of the District and mailed to the Arizona Corporation Commission, pursuant to the provisions of Arizona Revised Statutes §48-905(B)(1)(2); and

WHEREAS, it appears that the petition is signed by the requisite number of owners of real property, and that the public convenience, necessity or welfare will be promoted by the establishment of the Little Creek Land Company Domestic Water Improvement District; and

WHEREAS, the property included within the boundaries of the Little Creek Land Company Domestic Water Improvement District are those boundaries as described in the petition for the formation of the Little Creek Land Company Domestic Water Improvement District.

NOW, THEREFORE, It is Ordered as follows:

1. The Board of Supervisors finds that:
  - a. The petition is signed by one hundred percent of the persons owning real property within the boundaries of the District, which exceeds the requisite number of owners as provided by Arizona Revised Statutes §48-903(A); and
  - b. That the public convenience, necessity or welfare will be promoted by the establishment of the Little Creek Land Company Domestic Water Improvement District; and
  - c. That the notice has been published and mailed pursuant to Arizona Revised Statutes §48-905(B)(1)(2); and



Little Creek Land Company  
Domestic Water Improvement District  
Formal Order Establishing  
Page 2 of 3

- d. That the property included within the Little Creek Land Company Domestic Water Improvement District will be benefited thereby.
2. That the Improvement District shall be known in all proceedings as the Little Creek Land Company Domestic Water Improvement District.
3. That the boundaries of the Little Creek Land Company Domestic Water Improvement District shall be those set forth in Exhibits A and B, attached hereto and incorporated herein by reference.
4. That these findings and orders are made after a public hearing required by Arizona Revised Statutes §48-905(A).
5. That by virtue of the authority set forth in Arizona Revised Statutes §48-906(A), the Little Creek Land Company Domestic Water Improvement District is hereby established and formed, and shall be a body corporate with the powers of a municipal corporation for the purposes of carrying out the provisions of Title 48, Chapter 6, Article 1 of the Arizona Revised Statutes.
6. That in accordance with Arizona Revised Statutes §48-1012 the Little Creek Land Company Domestic Water Improvement District shall be governed by an elected three member board of directors. The first election shall be held on the first Tuesday after the first Monday in November, 2010, with subsequent elections being held in even-numbered years on the first Tuesday after the first Monday in November. The initial governing board of directors is appointed as follows:
  1. Cynthia V. Cheney
  2. Jon G. Cheney
  3. David R. Cheney
7. That on or before November 1, 2009, request be made to the Property Valuation Division of the Arizona State Department of Revenue that the establishment of the Little Creek Land Company Domestic Water Improvement District be approved for





Little Creek Land Company  
Domestic Water Improvement District  
Formal Order Establishing  
Page 3 of 3

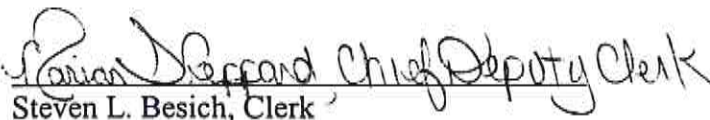
assessment and tax levy authority purposed for the tax years beginning 2010.

ADOPTED This 12th day of May, 2009, at Globe, Gila County, Arizona.

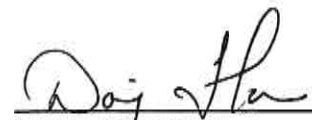
Gila County Board of Supervisors

  
Shirley L. Dawson, Chairman

Attest:

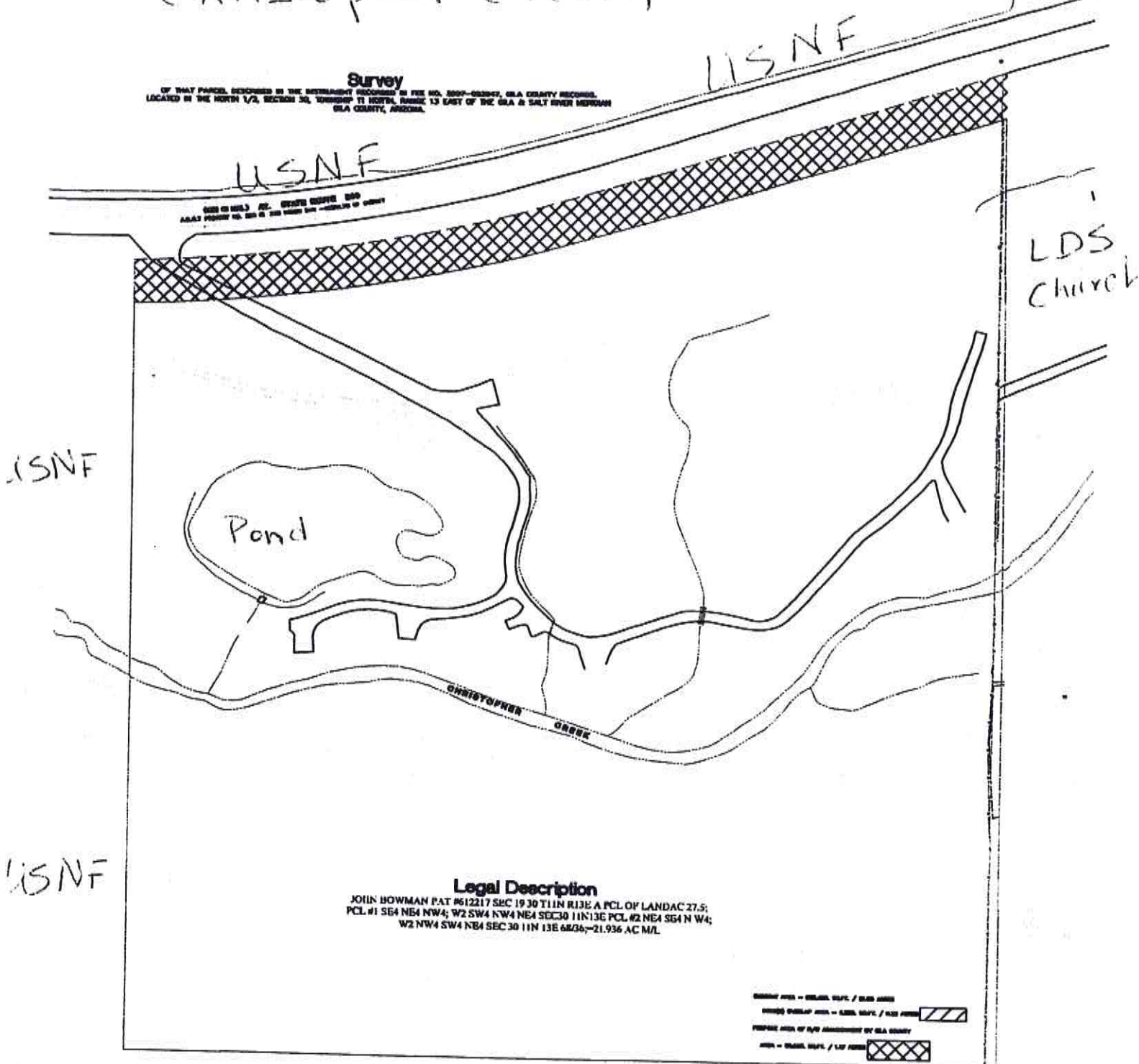
  
for Steven L. Besich, Clerk

Approved as to Form:

  
for Bryan Chambers  
Chief Deputy Gila County Attorney

# Petition for Formation of Little Creek Land Co. DUID Christopher Creek, AZ

**Survey**  
OF THAT PARCEL DESCRIBED IN THE INSTRUMENT RECORDED IN THE NO. 2009-005519, GILA COUNTY RECORDS,  
LOCATED IN THE NORTH 1/4, SECTION 30, TOWNSHIP 11 NORTH, RANGE 13 EAST OF THE GILA & SALT RIVER MERIDIAN  
GILA COUNTY, ARIZONA.



**Legal Description**  
JOHN BOWMAN PAT #612217 SEC 19 30 T11N R13E A PCL OF LAND AC 27.5;  
PCL #1 S64 NW4 NW4; W2 SW4 NW4 NE4 SEC 30 11N 13E PCL #2 NE4 S64 N W4;  
W2 NW4 SW4 NE4 SEC 30 11N 13E 68/36; -21.936 AC M/L

CRACKS, POLES, ETC. / OLD LINES  
CRACKS, POLES, ETC. / OLD LINES  
CRACKS, POLES, ETC. / OLD LINES

USNF

USNF

2009-005519 OR Page: 4 of 5  
05/13/2009 10:25:23 AM Receipt #: 09-3257  
Rec Fee: \$0 Gila County Bos - Marian Sheppard  
Gila County, Az, Sadie Tomerlin Dalton, Recorder



↓  
Divided Number 260



## **Exhibit B**

### **Legal Description**

#### **Little Creek Land Company Domestic Water Improvement District**

JOHN BOWMAN PAT #612217 SEC 19 30 T11N R13E A PCL OF LAND AC  
27.5; PCL #1 SE4 NE4 NW4; W2 SW4 NW4 NE4 SEC 30 11N 13E PCL #2 NE4  
SE4 NW4; W2 NW4 SW4 NE4 SEC 30 11N 13E 68/36; = 21.936 AC M/L

**LOS PADRES LIMITED PARTNERSHIP  
RESOLUTION**  
(Domestic Water Improvement District Board Members)

The undersigned is the sole General Partner of LOS PADRES LIMITED PARTNERSHIP, an Arizona limited partnership (the "Partnership"), and hereby consents to and approves of the actions set forth in the following resolutions. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Partnership's Agreement.

WHEREAS, on or about December 18, 2012 the Partnership purchased certain land generally identified as Gila County tax parcel number 303-08-005A, located near Payson, Arizona and legally described as set forth on Exhibit A attached hereto (the "Property");

WHEREAS, on or about May 12, 2009, the Gila County Board of Supervisors approved a petition to form the Little Creek Land Company Domestic Water Improvement District (the "DWID") for the purpose of providing a water company to a planned subdivision on the Property;

WHEREAS, following the sale of the Property to the Partnership, the prior governing members of the DWID resigned, and the DWID requires the appointment of new governing members;

WHEREAS, by virtue of its ownership of the Property, the Partnership is the only entity or individual currently authorized to vote in the elections of the DWID's governing members;

RESOLVED, the Partnership hereby appoints the following individuals to serve as Board Members of the DWID to serve until expiration of their term as set forth below, pursuant to Gila County election law:

<u>Name</u>	<u>Term Expiration</u>
KEITH N. LAYTON	December 31, 2016
K. AARON LAYTON	December 31, 2014
ADAM C. LAYTON	December 31, 2016

RESOLVED FURTHER, the governing members are hereby authorized to file the Resolution with the Gila County Department of Elections, and to take all lawful action on behalf of the DWID consistent with the authority granted to governing members thereof.

***[Signature appears on the page below.]***



DATED effective as of December 18, 2012.

**GENERAL PARTNER:**

**KNL MANAGEMENT, INC.,**

By:   
KEITH N. LAYTON, President

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL NO. 1**

The Southeast quarter of the Northeast quarter of the Northwest quarter and the West half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 30, Township 11 North, Range 13 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, lying South of Highway 260.

**PARCEL NO. 2**

The Northeast quarter of the Southeast quarter of the Northwest quarter and the West half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 30, Township 11 North, Range 13 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

EXCEPT all those portions of the Southeast quarter of the Northeast quarter of the Northwest quarter and the West half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 30, Township 11 North, Range 13 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, lying South of Highway 260 more particularly described as follows:

COMMENCING at the Northwest corner of said Section 30;

THENCE South 00°01'10" East, along the West line of said Section 30, a distance of 881.87 feet;

THENCE from a local tangent bearing of North 81°16'27" East, along the arc of a curve to the right having a radius of 1600.00 feet, a distance of 613.68 feet;

THENCE South 74°55'25" East, a distance of 160.20 feet;

THENCE South 74°03'00" East, a distance of 554.47 feet;

THENCE South 74°58'25" East, a distance of 179.05 feet;

THENCE from a local tangent bearing of South 76°45'00" East, along the arc of a curve to the left having a radius of 2000.00 feet, a distance of 490.72 feet to the West line of said Southeast quarter of the Northeast quarter of the Northwest quarter of Section 30;

THENCE North 00°05'00" East, along said West line, a distance of 100.015 feet to the TRUE POINT OF BEGINNING;

THENCE continuing North 00°05'00" East, along said West line, a distance of 100.015 feet to the existing centerline of said State Highway 260;

THENCE from a local tangent bearing of North 89°05'34" East, along said centerline, along the arc of a curve to the left having a radius of 1800.00 feet, a distance of 421.23 feet;

THENCE from a local tangent bearing of North 75°39'00" East, continuing along said centerline, along a spiral curve to the left, having a "a"-1.876, a distance of 169.65 feet;

THENCE North 72°57'00" East, continuing along said centerline, a distance of 399.90 feet to the East line of said West half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 30;

THENCE South 00°05'00" West, along said East line, a distance of 104.64 feet;

THENCE South 72°57'00" West, a distance of 369.07 feet;

THENCE South 73°51'44" West, a distance of 174.34 feet;

THENCE from a local tangent bearing of South 75°39'00" West, along the arc of a curve to the right having a radius of 1900.00 feet, a distance of 446.52 feet to the TRUE POINT OF BEGINNING.

#### PARCEL NO. 3

Area 1, as shown on Record of Survey/Right-of-Way Abandonment, recorded July 28, 2009 in Survey Map No. 3740, records of Gila County, Arizona, being a portion of Christopher Creek Loop Road located in the North ½ of Section 30, Township 11 North Range 13 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona.



## OATH OF OFFICE

### Little Creek Land Company Domestic Water Improvement District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH: CLASSIFICATION: DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

I, Keith N. Layton do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of Board Member according to the best of my ability, so help me God (or so do I affirm).

Signature

Subscribed and sworn (or affirmed) to before me on this 16th day of MAY, 2013.  
(SEAL)

Notary Public





## OATH OF OFFICE

### Little Creek Land Company Domestic Water Improvement District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

#### OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; CLASSIFICATION; DEFINITION

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- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

#### A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

I, K. Aaron Layton do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of Board Member according to the best of my ability, so help me God (or so do I affirm).

Signature

Subscribed and sworn (or affirmed) to before me on this 16th day of MAY, 2013

(SEAL)



Notary Public



## OATH OF OFFICE

### Little Creek Land Company Domestic Water Improvement District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

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- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
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- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

I, Adam Layton do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of Board Member according to the best of my ability, so help me God (or so do I affirm).

Signature

Subscribed and sworn (or affirmed) to before me on this 16th day of MAY, 2013

(SEAL)

Notary Public



**ARF-1854**

**3- H**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting Period:** Globe Regional Constable's Office Monthly Report for March 2013

**Submitted For:** Kimberly Rust

**Submitted By:** Kimberly Rust,  
Constable  
Clerk,  
Constable -  
Globe

---

**Information**

**Subject**

Globe Regional Constable's Office Monthly Report for March 2013

**Suggested Motion**

Acknowledgment of the March 2013 monthly activity report submitted by the Globe Regional Constable's Office.

---

**Attachments**

Globe Regional Constable's Monthly Report for March 2013



**Gila County Constable's Office**

**Jesse E. Bolinger, Constable**

1400 East Ash Street

Globe, AZ 85501

Voice: (928) 402 8759

Fax: (928) 425 8386

Date: May 17, 2013  
To: Gila County Board of Supervisors  
From: Jesse E. Bolinger Constable  
Re: Monthly Report

For the month of March 2013, the Globe Constable performed the following services in the Globe Precinct and Gila County.

**SEE ATTACHED SHEET**

TOTAL SERVICES FOR MONTH: 50

TOTAL MILES FOR MONTH 605

Globe Constable assisted/other: Bailiff in	0	court hearings
The Deputy Constable assisted/other: Bailiff in	0	court hearings
The Globe Constable attended	0	hours of training
The Deputy Constable attended	0	hours of training
The Globe Constable collected	\$184.00	fees for the month
Warrant letters mailed	18	

Respectfully submitted,

**JESSE E. BOLINGER  
GLOBE CONSTABLE**



119094

**GILA COUNTY CONSTABLE**

Jesse E. Bolinger

Globe Regional Constable's Office, Globe  
Regional  
(928) 402-8759

1400 East Ash Street, Globe, Arizona 85501



Date: 5/17/2013

Page: 1

**TOTAL WARRANTS SERVED REPORT**

3/1/2013 TO 3/31/2013

Case Number	Individual
J0403CR2012-000354	Adrian Lilmar Jordan
J0403CR2012-000043	Anthony Raymond Gonzales
J0403CR2011-000793	Anthony Raymond Gonzales
J0403TR2012-003403	Mario Cabrera
J0403CR2011-000400	Abel Mendoza Chavez
J0403CR2012-000346	Christopher M Harper
J0403CR2012-000747	Mason Dillon
J0403CR2009-000193	Martin Madrid
J0403CR2011-000742	Merwin Hill
J0403CR2012-000441	Heather Lea Johnson
J0403TR2011-000785	Bigcoat Coty Antonio
M0441CR2004-007019	Raymond Dean Gerardo
M0441CR0098-005223	Raymond Dean Gerrardo
J0403CR2012-000578	Raymond Dean Gerardo
J0403CR2004-001066	Raymond Dean Gerardo
J0403CR2011-000258	Maria Robles

Date: 5/17/2013

Page: 2

**TOTAL WARRANTS SERVED REPORT**

3/1/2013 TO 3/31/2013

Case Number	Individual	Total Cost
J0403CR2012-000335	Anita Salazar	
J0403CR2010-000657	Tabatha Sue Dodge	
<b>Total Warrants:</b>		18

# GILA COUNTY CONSTABLE

Jesse E. Bolinger

1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe  
Regional  
(928) 402-8759



## ITEMIZED SERVICES by DATE RECEIVED

3/1/2013 TO 3/31/2013

Date: 5/17/2013

Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/4/2013	3/5/2013	J0403TR2004-1429 Subpoena	State of Arizona Glenda McDaniel	J Cruz GCSO 1100 South St Globe, AZ 85501 (Work)	Unserved	\$0.00 \$0.00		Globe Justice Court	0 0
3/4/2013	3/5/2013	J0403CR2013-144 Summons & Complaint	State of Arizona Michael Thomas	Michael Thomas 1257 Upper Pinal Creek Rd Apt 3 Globe, AZ 85501 (Home)	Michael Thomas 1257 Upper Pinal Creek Rd Apt 3 Globe, AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	4 1
3/4/2013	3/6/2013	J0403CR2013-143 Summons & Complaint	State of Arizona Lionel David Verdine	Lionel David Verdine 6035 Calle De Loma Miami, Az 85539 (Home)	Lionel David Verdine 6035 Calle De Loma Miami, Az 85539 (Home)	\$0.00 \$0.00		Globe Justice Court	14 2
3/4/2013	3/5/2013	J0403CR2013-140 Summons & Complaint	State of Arizona Scottie Paul Powell	Scottie Paul Powell 5756 S Old Oak Miami, AZ 85539 (Home)	Unserved	\$0.00 \$0.00		Globe Justice Court	7 1
3/4/2013	3/5/2013	JU0403TR2013-91 Summons & Complaint	State of Arizona Amanda Marie Pearsall	Amanda Marie Pearsall 6050 S Ruth Ave Box 1744 Claypool, AZ 85532 (Home)	Amanda Marie Pearsall 1034 Adonis Miami, AZ 85539 (Other)	\$0.00 \$0.00		Globe Justice Court	7 1
3/6/2013	3/7/2013	DO201300085 Order Of Protection	[REDACTED] Nelson Lee Ware	Nelson Lee Ware 709 S 2nd St Globe, AZ 85501 (Home)	Nelson Lee Ware 709 S 2nd St Globe, AZ 85501 (Home)	\$0.00 \$0.00		Gila County Superior Court	6 2
3/6/2013	3/7/2013	J0403CV2013-85 Summons & Complaint	Mary M Huggins Gary Johnson	Gary Johnson 8152 E Spurlock Dr Globe, AZ 85501 (Home)	Gary Johnson 299 Nth 1st st Globe, AZ 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	2 1
3/6/2013	3/6/2013	CC2013-024067RC Summons & Complaint	Cal Xavier West Bobbi & John Doe Martinez	Bobbi Martinez 3878 Bryant St Claypool, AZ 85532 (Home)	Bobbie Martinez GCSO Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	\$40.00 \$40.00	5005	San Tan Justice Court	1 1
3/6/2013	3/6/2013	CC20130452 Summons & Complaint	Cal Xavier West Anthony & Jane Doe Brewer Jr	Anthony E Brewer Jr 5929 El Camino Miami, AZ 85539 (Home)	Anthony E Brewer Jr Fry's Food store Globe, AZ 85501 (Parking Lot )	\$40.00 \$40.00	5005 B	San Tan Justice Court	12 2
3/6/2013	3/7/2013	J0403TR2012-2859 Trial Subpoena	State of Arizona Lee Roy Carson	L Anthony DPS Globe, AZ 85501 (Work)	D Atkinson DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	\$16.00 \$0.00		Globe Justice Court	1 1



## ITEMIZED SERVICES by DATE RECEIVED

3/1/2013 TO 3/31/2013

Date: 5/17/2013

Page: 2

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/6/2013	3/7/2013	J0403CR2012-747	State of Arizona	Officer E McGuire	Officer E McGuire	\$0.00		Globe Justice Court	1
		Trial Subpoena	Mason Dillon	Globe PD 175 N Pine St Globe, AZ 85501 (Work)	Globe PD 175 N Pine St Globe, AZ 85501 (Work)	\$0.00			1
3/6/2013	3/8/2013	J0403CR2012-747	State of Arizona	Mary Lyman	Mary Lyman	\$0.00		Globe Justice Court	1
		Trial Subpoena	Mason Dillon	5188 Golden Hills Globe, AZ 85501 (Home)	McDonalds 1650 E Ash St Globe, AZ 85501 (Work)	\$0.00			1
3/6/2013	3/7/2013	J0403TR2011-3799	State of Arizona	H Castillo	D Atkinson	\$0.00		Globe Justice Court	1
		Jury Trial Subpoena	Derell Roden	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	\$0.00			1
3/7/2013	3/7/2013	J0403CV2013-90	[REDACTED]	Justin T Hamlet	Justin T Hamlet	\$0.00		Globe Justice Court	3
		Order Of Protection	Justin T Hamlet	5516 E Huie St Globe, AZ 85501 (Home)	5516 E Huie St Globe, AZ 85501 (Home)	\$0.00			1
3/7/2013	3/8/2013	J0403CR2013-109	State of Arizona	Cynthia Lorraine Beal AKA Guerrero	Unservd	\$0.00		Globe Justice Court	5
		Summons & Complaint	Cynthia Lorraine Beal AKA Guerrero	4452 E Broadway Claypool, AZ 85532 (Home)		\$0.00			1
3/7/2013	3/8/2013	J0403CR2013-110	State of Arizona	Michael Burk	Unservd	\$0.00		Globe Justice Court	0
		Summons & Complaint	Michael Burk	51600 N Signal Mountain Rd Miami, AZ 85539 (Home)		\$0.00			0
3/7/2013	3/8/2013	J0403CR2013-108	State of Arizona	Chris Nick Benavidez Jr	Unservd	\$0.00		Globe Justice Court	3
		Summons & Complaint	Chris Nick Benavidez Jr	167 Pima St Globe, AZ 85501 (Home)		\$0.00			1
3/7/2013	3/8/2013	J0403CR2013-112	State of Arizona	Thomas Anthony Woods Jr	Unservd	\$0.00		Globe Justice Court	1
		Summons & Complaint	Thomas Anthony Woods Jr	5329 E Yuma Trail Globe, AZ 85501 (Home)		\$0.00			1
3/8/2013	3/11/2013	J0403CV2013-94	[REDACTED]	Dameon Lambert	Dameon Lambert	\$0.00		Globe Justice Court	3
		Order Of Protection	Dameon Lambert	541 W Hackney Sp 16 Globe, AZ 85501 (Home)	541 W Hackney Sp 16 Globe, AZ 85501 (Home)	\$0.00			1
3/11/2013	3/11/2013	J0403CR2013-110	State of Arizona	Michael Burk	Michael Burk	\$0.00		Globe Justice Court	3
		Summons & Complaint	Michael Burk	51600 N Signal Mountain Rd Miami, AZ 85539 (Home)	727 E Cedar St Globe, AZ 85501 (Other)	\$0.00			1
3/12/2013	3/13/2013	J0403TR2013-455	State of Arizona	G. Carrillo	S Dean	\$0.00		Globe Justice Court	1
		Subpoena	Clarence Harden	GCSO 1100 South St Globe, AZ 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	\$0.00			1
3/12/2013	3/11/2013	J0403CV2013-95	Joshua Perri	Holly Sirios Shellie White	Holly Sirios Shellie White	\$48.00	1593	Globe Justice Court	0
		Summons Forcible Detainer	Holly Sirios Shellie White	668 S East St Apt 7 Globe, AZ 85501 (Home)	668 S East St Apt 7 Globe, AZ 85501 (Home)	\$48.00			1
3/13/2013	3/16/2013	JV2013-00044	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	2
		Notice To Appear; Petition	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00			2
3/13/2013	3/14/2013	JV2013-00046	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	14
		Notice To Appear; Petition	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00			3

## ITEMIZED SERVICES by DATE RECEIVED

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/13/2013	3/13/2013	J0403CR2012-745	State of Arizona	Briann Van Meter	Unserved	\$0.00		Globe Justice Court	1
		Trial Subpoena	Debra Van Meter	7999 So Pinal View Dr No 7 Globe, AZ 85501 (Home)		\$0.00			1
3/14/2013	3/16/2013	J0403CV2013-100	Gilbert L Ballesteros	William Wayne Cole	William Wayne Cole	\$0.00		Globe Justice Court	8
		Injunction Against Harassment	William Wayne Cole	7291 S Russell Rd Bottom Quail Run Rd Globe, AZ 85501 (Home)	7291 S Russell Rd Bottom Quail Run Rd Globe, AZ 85501 (Home)	\$0.00			3
3/14/2013	3/14/2013	J0403TR2013-437	State of Arizona	Officer T. Gamboa	D Atkinson	\$0.00		Globe Justice Court	1
		Subpoena	James Skaggs	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	\$0.00			1
3/15/2013	3/18/2013	J0403CV2013-106	Ronald L Hughes	Debbie Hiibel	Debbie Hiibel	\$0.00		Globe Justice Court	12
		Summons & Complaint	Debbie Hiibel	MPD 804 Sullivan Miami, AZ 85539 (Work)	Wells Fargo Bank Globe, AZ 85501 (Other)	\$0.00			3
3/15/2013	3/18/2013	CR2013-00151	State of Arizona	Kevin James Swedick	Kevin James Swedick	\$0.00		Gila County Superior Court	7
		Summons	Kevin James Swedick	5934 So Kinnemur Ave Claypool, AZ 85532 (Home)	168 Cedar St Miami, Az 85539 (Other)	\$0.00			1
3/15/2013	3/19/2013	J0403CV2013-000107		Rene Ballesteros	Unserved	\$0.00		Globe Justice Court	0
		Notice Of Hearing Prior To Order Of Protection	Rene Ballesteros	1237 Quartz Loop Rd A, B, or C Globe, AZ 85501 (Home)		\$0.00			2
3/18/2013	3/19/2013	JV2013-054	State of Arizona			\$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition				\$0.00			1
3/18/2013	3/20/2013	JV2013-048	State of Arizona			\$0.00		Gila County Juvenile Court	10
		Notice To Appear; Petition				\$0.00			1
3/18/2013	3/19/2013	JV2013-054	State of Arizona			\$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition				\$0.00			1
3/18/2013	3/20/2013	JV2013-048	State of Arizona			\$0.00		Gila County Juvenile Court	10
		Notice To Appear; Petition				\$0.00			2
3/18/2013	3/19/2013	JV2012-051	State of Arizona			\$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition				\$0.00			1
3/18/2013	3/19/2013	JV2013-050	State of Arizona			\$0.00		Gila County Juvenile Court	1
		Notice To Appear; Petition				\$0.00			1
3/18/2013	3/25/2013	JV2013-050	State of Arizona			\$0.00		Gila County Juvenile Court	2
		Notice To Appear; Petition				\$0.00			2
3/18/2013	3/19/2013	JV2010-052	State of Arizona			\$0.00		Gila County Juvenile Court	5
		Notice To Appear; Petition				\$0.00			1

## ITEMIZED SERVICES by DATE RECEIVED

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/18/2013	3/20/2013	J0403CV2013-000108	William Wayne Cole	Gilbert L Ballesteros	Gilbert L Ballesteros	\$0.00		Globe Justice Court	6
		Injunction Against Harassment (Fee Waived By Ct)	Gilbert L Ballesteros	5813 Quail Run Rd Globe, AZ 85501 (Home)	5813 Quail Run Rd Globe, AZ 85501 (Home)	\$0.00			2
3/18/2013	3/19/2013	J0403CV2013-000109	William Wayne Cole	Marcus Ballesteros	Unserved	\$0.00		Globe Justice Court	0
		Notice Of Hearing Prior To Injunction Against Harassment	Marcus Ballesteros	6025 So Marion Canyon Miami, AZ 85539 (Home)		\$0.00			1
3/18/2013	3/25/2013	J0403CR2012-730	State of Arizona	Herlinda Medrano	Unserved	\$0.00		Globe Justice Court	10
		Trial Subpoena	Cruzvaldo Medrano	5614 E Roberts Dr Globe, AZ 85501 (Home)		\$0.00			2
3/18/2013	3/25/2013	J0403CR2012-730	State of Arizona	Eddie Alcaraz	Unserved	\$0.00		Globe Justice Court	1
		Trial Subpoena	Cruzvaldo Medrano	Globe Fire Dept Globe, AZ 85501 (Work)		\$0.00			1
3/18/2013	3/19/2013	J0403CR2012-730	State of Arizona	Officer Tumberlin	S Dean	\$0.00		Globe Justice Court	1
		Trial Subpoena	Cruzvaldo Medrano	GCSO 1100 South St Globe, AZ 85501 (Work (New))	GCSO 1100 South St Globe, AZ 85501 (Work)	\$0.00			1
3/18/2013	3/19/2013	J0403CR2012-447	State of Arizona	Linda Salcido	Linda Salcido	\$0.00		Globe Justice Court	5
		Trial Subpoena	James Harris	CVRMC 5880 So Hospital Dr Globe, AZ 85501 (Work)	CVRMC 5880 So Hospital Dr Globe, AZ 85501 (Work)	\$0.00			1
3/22/2013	3/26/2013	J0403CR2012-752	State of Arizona	Shawn Williams	Shawn Williams	\$0.00		Globe Justice Court	7
		Notice Of Hearing	Shawn Williams	246 N Skyline Miami, AZ 85539 (Home)	246 N Skyline Miami, AZ 85539 (Home)	\$0.00			1
3/26/2013	3/28/2013	DO2013-00105	Regina M Contreras	Danny Quezada	Danny Quezada	\$56.00	0128	Gila County Superior Court	5
		Child Custody Packet	Danny Quezada	6008 Board St Claypool, AZ 85532 (Home)	502 Prickley Pear Dr Globe, AZ 85501 (Other)	\$56.00			3
3/28/2013	3/29/2013	J0403CV2013-114	Ingrid Rau	Ingrid Rau	Ingrid Rau	\$0.00		Globe Justice Court	10
		Hearing Order for Injunction Against Harassment	Susan K Imperatrice	6206 S Russell Rd #40 Globe, AZ 85501 (Home)	6206 S Russell Rd #40 Globe, AZ 85501 (Home)	\$0.00			2
3/28/2013	3/29/2013	DO2000-0614	John R McGaughey	Deanna Gonzales	Deanna Gonzales	\$24.00		Gila County Superior Court	6
		Motion	Deanna Gonzales	Coors Plant HWY 60 Globe, AZ 85501 (Work)	Golden Eagle Distributors 550 S Broad St Globe, AZ 85501 (Work)	\$0.00			2
3/28/2013	3/29/2013	J0403CV2013-127		Alex Lagunas	Alex Lagunas	\$0.00		Globe Justice Court	10
		Order Of Protection	Alex Lagunas	5900 N Main St Space 172 Globe, AZ 85501 (Home)	5900 N Main St Space 172 Globe, AZ 85501 (Home)	\$0.00			2



# GILA COUNTY CONSTABLE

Jesse E. Bolinger

1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe  
Regional  
(928) 402-8759



## ITEMIZED SERVICES by DATE RECEIVED for TREASURER

3/1/2013 TO 3/31/2013

Date: 5/17/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/6/2013	3/6/2013	CC2013-024067RC	Cal Xavier West	Bobbi Martinez	Bobbie Martinez	\$40.00	5005	San Tan Justice Court	1
		Summons & Complaint	Bobbi & John Doe Martinez	3878 Bryant St Claypool, AZ 85532 (Home)	GCSO Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	\$40.00			1
3/6/2013	3/6/2013	CC20130452	Cal Xavier West	Anthony E Brewer Jr	Anthony E Brewer Jr	\$40.00	5005 B	San Tan Justice Court	12
		Summons & Complaint	Anthony & Jane Doe Brewer Jr	5929 El Camino Miami, AZ 85539 (Home)	Fry's Food store Globe, AZ 85501 (Parking Lot)	\$40.00			2
3/12/2013	3/11/2013	J0403CV2013-95	Joshua Perri	Holly Sirios Shellie White	Holly Sirios Shellie White	\$48.00	1593	Globe Justice Court	0
		Summons Forcible Detainer	Holly Sirios Shellie White	668 S East St Apt 7 Globe, AZ 85501 (Home)	668 S East St Apt 7 Globe, AZ 85501 (Home)	\$48.00			1
3/18/2013	3/20/2013	J0403CV2013-000108	William Wayne Cole	Gilbert L Ballesteros	Gilbert L Ballesteros	\$0.00		Globe Justice Court	6
		Injunction Against Harassment (Fee Waived By Ct)	Gilbert L Ballesteros	5813 Quail Run Rd Globe, AZ 85501 (Home)	5813 Quail Run Rd Globe, AZ 85501 (Home)	\$0.00			2
3/26/2013	3/28/2013	DO2013-00105	Regina M Contreras	Danny Quezada	Danny Quezada	\$56.00	0128	Gila County Superior Court	5
		Child Custody Packet	Danny Quezada	6008 Board St Claypool, AZ 85532 (Home)	502 Prickley Pear Dr Globe, AZ 85501 (Other)	\$56.00			3
3/28/2013	3/29/2013	DO2000-0614	John R McGaughey	Deanna Gonzales	Deanna Gonzales	\$24.00		Gila County Superior Court	6
		Motion	Deanna Gonzales	Coors Plant HWY 60 Globe, AZ 85501 (Work)	Golden Eagle Distributors 550 S Broad St Globe, AZ 85501 (Work)	\$0.00			2



**GILA COUNTY CONSTABLE**

Jesse E. Bolinger

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1400 East Ash Street, Globe, Arizona 85501  
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Date: 5/17/2013

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**GENERAL CERTIFICATE of SERVICE**  
**SERVICE SUMMARY REPORT - by DATE SERVED**  
3/1/2013 TO 3/31/2013

Number of Cases	Description
1	Child Custody Packet (Fee)
1	Injunction Against Harassment (Fee Waived By Ct) (Fee)
1	Motion (Fee)
2	Summons & Complaint (Fee)
1	Summons Forcible Detainer (Fee)
1	Hearing Order for Injunction Against Harassment
1	Injunction Against Harassment
1	Jury Trial Subpoena
1	Notice Of Hearing
2	Notice Of Hearing Prior To Injunction Against Harassment
1	Notice Of Hearing Prior To Order Of Protection
10	Notice To Appear; Petition
4	Order Of Protection
3	Subpoena
1	Summons

Date: 5/17/2013

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**GENERAL CERTIFICATE of SERVICE**  
**SERVICE SUMMARY REPORT - by DATE SERVED**

3/1/2013 TO 3/31/2013

<b>Number of Cases</b>	<b>Description</b>
11	Summons & Complaint
8	Trial Subpoena
<hr/>	
<b>Total Number of Fee Services</b>	6
<b>Total Number of Non Fee Services</b>	44
<b>Total Number of Services</b>	50

**GILA COUNTY CONSTABLE**

Jesse E. Bolinger

Globe Regional Constable's Office, Globe  
Regional  
(928) 402-8759

1400 East Ash Street, Globe, Arizona 85501



Date: 5/17/2013

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**MONEY RECEIVED REPORT - by DATE**

3/1/2013 TO 3/31/2013

Transaction Type	Count	Total
Check	4	\$184.00

Total Payments	4	\$184.00
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**ARF-1855**

**3- I**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting Period:** Globe Regional Constable's Office Monthly Report for April 2013

**Submitted For:** Kimberly Rust

**Submitted By:** Kimberly  
Rust,  
Constable  
Clerk,  
Constable -  
Globe

---

**Information**

**Subject**

Globe Regional Constable's Office Monthly Report for April 2013

**Suggested Motion**

Acknowledgment of the April 2013 monthly activity report submitted by the Globe Regional Constable's Office.

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**Attachments**

Globe Regional Constable Monthly Report for April 2013



**Gila County Constable's Office**

**Jesse E. Bolinger, Constable**

1400 East Ash Street

Globe, AZ 85501

Voice: (928) 402 8759

Fax: (928) 425 8386

Date: May 17, 2013  
To: Gila County Board of Supervisors  
From: Jesse E. Bolinger Constable  
Re: Monthly Report

For the month of April 2013, the Globe Constable performed the following services in the Globe Precinct and Gila County.

**SEE ATTACHED SHEET**

TOTAL SERVICES FOR MONTH: 47

TOTAL MILES FOR MONTH 766

Globe Constable assisted/other: Bailiff in	0	court hearings
The Deputy Constable assisted/other: Bailiff in	0	court hearings
The Globe Constable attended	0	hours of training
The Deputy Constable attended	0	hours of training
The Globe Constable collected	\$766.00	fees for the month
Warrant letters mailed	39	

Respectfully submitted,

**JESSE E. BOLINGER  
GLOBE CONSTABLE**

BILLING PERIOD April 2013

119093

**GILA COUNTY CONSTABLE**

Jesse E. Bolinger

Globe Regional Constable's Office, Globe  
Regional  
1400 East Ash Street, Globe, Arizona 85501  
(928) 402-8759



Date: 5/17/2013

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**TOTAL WARRANTS SERVED REPORT**

4/1/2013 TO 4/30/2013

Case Number	Individual
J0403CR-0000970957	Marla Sue Chase-Mahaffey
J0403TR2012-001928	Vanessa Garcia
J0403CR2012-000219	Joseph Martinez
J0403CR2000-001275	Lamberta Jane May
J0403CR2010-000276	Lamberta Jane May
J0403CR2010-000273	Lamberta Jane May
J0403CR2011-000861	Joseph Mitchell Root
J0403TR2012-003280	Jason Dean Murphy
J0403CR2007-001190	Dylan Robert Miles
J0403CR2012-000675	Dylan Robert Miles
J0403CR2012-000299	Victor Ernesto Bracamonte
J0403CR2011-000636	John David Romero
J0403TR2004-003789	Jesse D Olivas
J0403TR000091-3340	David Rope
J0403CR2012-000015	William Wayne Harden
J0403TR2013-000607	Krista Lynn Dillon



Date: 5/17/2013

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**TOTAL WARRANTS SERVED REPORT**

4/1/2013 TO 4/30/2013

Case Number	Individual	Total Cost
J0403CR2011-000552	Jeremy Jack Yazzie	
J0403CR2009-000798	Jeremy Jack Yazzie	
J0403CR2007-000186	Jeremy Jack Yazzie	
J0403CR2006-000019	Jeremy Jack Yazzie	
J0403CR2011-000578	Jeremy Jack Yazzie	
M0441CR2010-007017	Rubina Romero	
J0403CR2009-000588	Rubina Romero	
J0403CR2012-000477	Rubina Romero	
J0403TR2010-000085	Arnold Danel Arriola	
J0403TR2009-004735	Perfecto Dominic Aragon	
J0403TR2000-001471	Aaron Eric Amezcua	
J0403TR2001-000125	Edward Charles Anderson	
J0403CR2011-000321	Derrick Gonzales	
M0441CR2006-007078	Derrick Gonzales	
M0441CR2001-007005	Derrick Gonzales	
J0403TR2012-002555	Ronald Eugene Reilly	
J0403CR2008-000311	Robert G Drennan	
J0403CR000095-1152	Daniel Joe Mostrales	
J0403CR2008-000925	Veronica Antonio	
J0403CR2010-000531	Veronica Antonio	
J0403CR2007-000342	Veronica Antonio	
J0403CR2009-000893	Joseph A Arnett	
J0403CR2009-000079	Joseph A Arnett	
<b>Total Warrants:</b>		39



# GILA COUNTY CONSTABLE

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## ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2013 TO 4/30/2013

Date: 5/17/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/15/2013	4/15/2013	J0403CV2013-140	Joshua Perri	Karen Moya	Karen Moya	\$48.00	1598	Globe Justice Court	3
		Summons Forcible Detainer	Karen Moya	668 S East St Apt 7 Globe, AZ 85501 (Home)	668 S East St Apt 7 Globe, AZ 85501 (Home)	\$48.00			1
4/15/2013	4/15/2013	J0403CV2013-96	Portfolio Recovery Associates LLC	Peggy & John/Jane Doe Duarte	Peggy Duarte	\$64.00	14305	Globe Justice Court	7
		Summons & Complaint	Peggy & John/Jane Doe Duarte	604 3rd Ave Miami, Az 85539 (Home)	604 3rd Ave Miami, Az 85539 (Home)	\$64.00			1
4/18/2013	4/19/2013	DO2013-00142	Justin Paul Flores	Theadora Angel Flores	Theadora Angel Flores	\$74.00	0142	Gila County Superior Court	4
		Divorce Packet	Theadora Angel Flores	820 N Sutherland St Globe, Az 85501 (Home)	820 N Sutherland St Globe, Az 85501 (Home)	\$74.00			2
4/18/2013	4/19/2013	J0403CV2013-146	Copper Hills LP	Michelle Reveles	Chandra Reveles	\$48.00	4049	Globe Justice Court	5
		Summons Forcible Detainer	Michelle Reveles	5912 Pineway Claypool, AZ 85532 (Home)	5912 Pineway Claypool, AZ 85532 (Home)	\$48.00			1
4/25/2013	5/1/2013	J0403CV2013-142	Canyon State Credit Union	Mollie S. & John Doe Leetham	Barbara Leetham	\$64.00	514171	Globe Justice Court	10
		Summons & Complaint	Mollie S. & John Doe Leetham	708 N Hill St Globe, AZ 85501 (Home)	708 N Hill St Globe, Az 85501 (Home)	\$64.00			5
4/29/2013	4/29/2013	J0403CV2013-3	Minda Thompson	Larry Fuller	Larry Fuller	\$40.00	1934	Globe Justice Court	6
		Summons & Complaint	Larry Fuller	See Map , (Other)	Pyrite Lane Globe, AZ 85501 (Home)	\$40.00			2

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## ITEMIZED SERVICES by DATE RECEIVED

4/1/2013 TO 4/30/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/3/2013	4/3/2013	J0403CV2013-131	[REDACTED]	Brad Blumentritt	Brad Blumentritt	\$0.00		Globe Justice Court	5
		Order Of Protection	Brad Blumentritt	Big O Tires 1790 N. Broad Street Globe, AZ 85501 (Work)	Big O Tires 1790 N. Broad Street Globe, AZ 85501 (Work)	\$0.00			1
4/3/2013	4/4/2013	J0403CR2012-730	State of Arizona	Officer Tumberlin	Misty Allinson	\$0.00		Globe Justice Court	1
		Trial Subpoena	Cruzvaldo Medrano	GCSO 1100 South St Globe, AZ 85501 (Work (New))	GCSO 1100 South Street Globe, AZ 85501 (Work)	\$0.00			1
4/3/2013	4/5/2013	J0403CR2013-246	State of Arizona	Joe Trini Holguin Abeyta	Unserved	\$0.00		Globe Justice Court	3
		Summons & Complaint	Joe Trini Holguin Abeyta	478 E Sycamore Apt 2 Globe, AZ 85501 (Home)		\$0.00			1
4/3/2013	4/6/2013	J0403CR2013-247	State of Arizona	Jeffrey Allan Kobza	Jeffrey Allan Kobza	\$0.00		Globe Justice Court	1
		Summons & Complaint	Jeffrey Allan Kobza	3706 Hicks Rd Globe, AZ 85501 (Home)	Mc Donalds Parking Lot Globe, AZ 85501 (Other)	\$0.00			1
4/10/2013	4/16/2013	CR2013-0073	State of Arizona	Raynell Pizano	Unserved	\$0.00		Gila County Superior Court	10
		Summons	Raynell Pizano	905 Princess lane Globe, AZ 85501 (Home)		\$0.00			2
4/10/2013	4/11/2013	J0403CR2013-264	State of Arizona	Christopher A Rivera	Christopher A Rivera	\$0.00		Globe Justice Court	7
		Summons & Complaint	Christopher A Rivera	126 Kelly Ranch Rd Globe, AZ8 85501 (Home)	Earthmover Tire Miami, Az 85539 (Work)	\$0.00			1
4/10/2013	4/15/2013	JV2013-61	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	15
		Notice To Appear; Petition	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00			3
4/10/2013	4/11/2013	JV2013-70	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00			1
4/10/2013	4/11/2013	JV2013-70	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00			1
4/11/2013	4/11/2013	J0403CV2013-138	[REDACTED]	Alexis Marie Tellez	Alexis Marie Tellez	\$0.00		Globe Justice Court	7
		Order Of Protection	Alexis Marie Tellez	Sutherland St Globe, AZ 85501 (Home)	Miami High School Miami, AZ 85539 (School)	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/15/2013	4/15/2013	J0403CV2013-140	Joshua Perri	Karen Moya	Karen Moya	\$48.00	1598	Globe Justice Court	3
		Summons Forcible Detainer	Karen Moya	668 S East St Apt 7 Globe, AZ 85501 (Home)	668 S East St Apt 7 Globe, AZ 85501 (Home)	\$48.00			1
4/15/2013	4/15/2013	J0403CV2013-96	Portfolio Recovery Associates LLC	Peggy & John/Jane Doe Duarte	Peggy Duarte	\$64.00	14305	Globe Justice Court	7
		Summons & Complaint	Peggy & John/Jane Doe Duarte	604 3rd Ave Miami, Az 85539 (Home)	604 3rd Ave Miami, Az 85539 (Home)	\$64.00			1
4/15/2013	4/16/2013	J0403TR2013-452	State of Arizona	S. Hansen	D Atkinson	\$0.00		Globe Justice Court	1
		Subpoena	Robert H Judge	DPS Globe, AZ 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	\$0.00			1
4/16/2013	4/17/2013	JV2013-00062	State of Arizona			\$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition				\$0.00			1
4/16/2013	4/23/2013	JV2013-00063	State of Arizona			\$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition				\$0.00			1
4/16/2013	4/17/2013	JV2013-00067	State of Arizona			\$0.00		Gila County Juvenile Court	1
		Notice To Appear; Petition				\$0.00			1
4/16/2013	4/17/2013	JV2013-00067	State of Arizona			\$0.00		Gila County Juvenile Court	1
		Notice To Appear; Petition				\$0.00			1
4/18/2013	4/19/2013	DO2013-00142	Justin Paul Flores	Theadora Angel Flores	Theadora Angel Flores	\$74.00	0142	Gila County Superior Court	4
		Divorce Packet	Theadora Angel Flores	820 N Sutherland St Globe, Az 85501 (Home)	820 N Sutherland St Globe, Az 85501 (Home)	\$74.00			2
4/18/2013	4/19/2013	J0403CV2013-146	Copper Hills LP	Michelle Reveles	Chandra Reveles	\$48.00	4049	Globe Justice Court	5
		Summons Forcible Detainer	Michelle Reveles	5912 Pineway Claypool, AZ 85532 (Home)	5912 Pineway Claypool, AZ 85532 (Home)	\$48.00			1
4/18/2013	4/19/2013	J0403CV2013-143		Rachel De La Torre	Rachel De La Torre	\$0.00		Globe Justice Court	6
		Order Of Protection	Rachel De La Torre	5577 S Central Globe, AZ 85501 (Home)	Cedar & Broad St Globe, Az 85501 (Other)	\$0.00			2
4/18/2013	4/22/2013	CR2013-00163	State of Arizona	Tammy Brown	Tammy Brown	\$0.00		Gila County Superior Court	3
		Summons	Tammy Brown	5611 Block Ave # 26 Globe, AZ 85501 (Home)	5611 Block Ave # 26 Globe, AZ 85501 (Home)	\$0.00			1
4/18/2013	4/22/2013	JV2013-00074	State of Arizona			\$0.00		Gila County Juvenile Court	9
		Notice To Appear; Petition				\$0.00			3
4/18/2013	4/22/2013	JV2013-00074	State of Arizona			\$0.00		Gila County Juvenile Court	9
		Notice To Appear; Petition				\$0.00			3
4/18/2013	4/19/2013	JV2013-076	State of Arizona			\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition				\$0.00			1



## ITEMIZED SERVICES by DATE RECEIVED

4/1/2013 TO 4/30/2013

Date: 5/17/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/18/2013	4/22/2013	J0403CV2013-147	Dolores Placencio	John Placencio	John Placencio	\$0.00		Globe Justice Court	6
		Subpoena	Dolores Placencio	8124 Placencia Globe, AZ 85501 (Home)	8124 Placencia Globe, AZ 85501 (Home)	\$0.00			1
4/18/2013	4/22/2013	J0403CV2013-147	[REDACTED]	Monica Placencio	Monica Placencio	\$0.00		Globe Justice Court	7
		Notice Of Hearing Prior To Order Of Protection	Monica Placencio	8124 Supai Road Globe, AZ 85501 (Home)	McDonalds Globe, AZ 85501 (Other)	\$0.00			3
4/22/2013	4/23/2013	J0403CV2013-000152	[REDACTED]	Jason Murphy	Unserved	\$0.00		Globe Justice Court	0
		Order Of Protection	Jason Murphy	Unknown , (Home)		\$0.00			1
4/25/2013	4/23/2013	JV2013-081	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition	[REDACTED]			\$0.00			1
4/25/2013	4/25/2013	JV2013-081	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition	[REDACTED]			\$0.00			1
4/25/2013	4/25/2013	JV2013-080	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	5
		Notice To Appear; Petition	[REDACTED]			\$0.00			1
4/25/2013	4/29/2013	J0403TR2013-819	State of Arizona	Peter Howell	Peter Howell	\$0.00		Globe Justice Court	6
		Summons & Complaint	Peter Howell	201 Banker Ave Globe, AZ 85501 (Home)	378 Omega St Globe, Az 85501 (Other)	\$0.00			2
4/25/2013	4/29/2013	J0403TR2012-3684	State of Arizona	Officer AJ Castaneda	Officer AJ Castaneda	\$0.00		Globe Justice Court	1
		Trial Subpoena	Daniel Toscano	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1
4/25/2013	4/29/2013	J0403TR2012-3684	State of Arizona	C. Melford	Officer AJ Castaneda	\$0.00		Globe Justice Court	1
		Trial Subpoena	Daniel Toscano	Globe PD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1
4/25/2013		J0403CR2013-166	State of Arizona	G. Carrillo		\$0.00		Globe Justice Court	0
		Trial Subpoena	Dolores Placencio	GCSO 1100 South St Globe, AZ 85501 (Work)		\$0.00			0
4/25/2013		J0403CR2013-150	State of Arizona	Deputy Dorsett		\$0.00		Globe Justice Court	0
		Trial Subpoena	Drew Ketner	GCSO 1100 South St Globe, Az 85501 (Work)		\$0.00			0
4/25/2013		J0403CR2013-190	State of Arizona	R Corn		\$0.00		Globe Justice Court	0
		Trial Subpoena	Trunion W. Hughes	GCSO 1100 South St Globe, Az 85501 (Work)		\$0.00			0
4/25/2013	4/29/2013	J0403CR2013-166	State of Arizona	Monica Placencio	Monica Placencio	\$0.00		Globe Justice Court	3
		Trial Subpoena	Dolores Placencio	8124 Supai Road Globe, AZ 85501 (Home)	8124 Supai Road Globe, AZ 85501 (Home)	\$0.00			1
4/25/2013	5/1/2013	J0403CR2013-166	State of Arizona	John Placencio	John Placencio	\$0.00		Globe Justice Court	9
		Trial Subpoena	Dolores Placencio	8124 Placencia Globe, AZ 85501 (Home)		\$0.00			3

## ITEMIZED SERVICES by DATE RECEIVED

4/1/2013 TO 4/30/2013

Date: 5/17/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/25/2013		J0403TR2012-3684	State of Arizona	Janelle Magness		\$0.00		Globe Justice Court	0
		Trial Subpoena	Daniel Toscano	620 Snell St Globe, AZ 85501 (Home)		\$0.00			0
4/25/2013	4/30/2013	J0403TR2012-3684	State of Arizona	Priscilla Ledesman	Unserved	\$0.00		Globe Justice Court	3
		Trial Subpoena	Daniel Toscano	1301 E Montecito Globe, AZ 85501 (Home)		\$0.00			1
4/25/2013	4/30/2013	J0403CR2013-190	State of Arizona	Dora Brake	Unserved	\$0.00		Globe Justice Court	10
		Trial Subpoena	Trunion W. Hughes	148 Tramm Circle Road Globe, AZ 85501 (Home)		\$0.00			1
4/25/2013	5/1/2013	J0403CV2013-142	Canyon State Credit Union	Mollie S. & John Doe Leetham	Barbara Leetham	\$64.00	514171	Globe Justice Court	10
		Summons & Complaint	Mollie S. & John Doe Leetham	708 N Hill St Globe, AZ 85501 (Home)	708 N Hill St Globe, Az 85501 (Home)	\$64.00			5
4/29/2013	4/29/2013	J0403CV2013-3	Minda Thompson	Larry Fuller	Larry Fuller	\$40.00	1934	Globe Justice Court	6
		Summons & Complaint	Larry Fuller	See Map , (Other)	Pyrite Lane Globe, AZ 85501 (Home)	\$40.00			2
4/29/2013	4/30/2013	J0403TR2013-452	State of Arizona	S. Hansen	D Atkinson	\$0.00		Globe Justice Court	1
		Order	Robert H Judge	DPS Globe, AZ 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	\$0.00			1
4/29/2013	4/29/2013	J0403TR2013-837	State of Arizona	Christopher Salcido	Unserved	\$0.00		Globe Justice Court	3
		Summons & Complaint	Christopher Salcido	137 Santee St Globe, AZ 85501 (Home)		\$0.00			1

**GILA COUNTY CONSTABLE**

Jesse E. Bolinger

Globe Regional Constable's Office, Globe  
Regional  
1400 East Ash Street, Globe, Arizona 85501  
(928) 402-8759



Date: 5/17/2013

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**GENERAL CERTIFICATE of SERVICE**  
**SERVICE SUMMARY REPORT - by DATE SERVED**  
4/1/2013 TO 4/30/2013

Number of Cases	Description
1	Divorce Packet (Fee)
5	Summons & Complaint (Fee)
2	Summons Forcible Detainer (Fee)
1	Notice Of Hearing Prior To Order Of Protection
13	Notice To Appear; Petition
1	Order
4	Order Of Protection
2	Subpoena
2	Summons
5	Summons & Complaint
11	Trial Subpoena
<hr/>	
<b>Total Number of Fee Services</b>	8
<b>Total Number of Non Fee Services</b>	39
<b>Total Number of Services</b>	47

**GILA COUNTY CONSTABLE**

Jesse E. Bolinger

Globe Regional Constable's Office, Globe  
Regional  
(928) 402-8759



Date: 5/17/2013

Page: 1

**MONEY RECEIVED REPORT - by DATE**

4/1/2013 TO 4/30/2013

Transaction Type	Count	Total
Check	6	\$338.00

Total Payments	6	\$338.00
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**ARF-1838**

**3- J**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting Period:** Payson Regional Constable's Office Monthly Report for April 2013

**Submitted For:** Colt White

**Submitted By:** Michelle  
Keegan,  
Administrative  
Clerk Senior,  
Constable -  
Payson

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**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for April 2013

**Suggested Motion**

Acknowledgment of the April 2013 monthly activity report submitted by the Payson Regional Constable's Office.

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**Attachments**

Payson Regional Constable's Office Monthly Report for April 2013



**David Vaughn**  
Deputy Constable



**Michelle Keegan**  
Clerk of the Constable

Office of  
**Payson Regional Constable**  
**Colt White**

## **April 2013** **MONTHLY REPORT**

### **TABLE OF CONTENTS**

**MONTHLY ACTIVITY LETTER**

**MONTHLY COMPARISON SHEET**

**FEES COLLECTED**

**SERVICE SUMMARY REPORT**

**LOG OF FEES**

**LOG OF NON-FEES**

**MILEAGE CHART**

**TREASURER'S RECEIPT**

David Vaughn  
Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

May 2, 2013

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **April, 2013**, the Payson Regional Constable's Office:

- ♦ Received a total of **120** papers for service
- ♦ Drove a total of **1,642** miles
- ♦ Collected a total of **\$1,475.00** as follows:

• Check Total	\$625.00
• Cash Total	<u>\$850.00</u>
• Total Deposited	\$1,475.00
• Less Writ Fee (1 @ \$5.00/each) Collected (Check #2320/Treasurer's Receipt #98362)	<u>(\$ 5.00)</u>
• Paid to General Fund (Check #2321/Treasurer's Receipt #98363)	\$1,470.00
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	<u>\$ 875.00</u>

Grand Total Paid to General Fund **\$2,345.00**

Respectfully submitted,

Colt White  
Payson Regional Constable  
Gila County, Payson, Arizona

David Vaughn  
Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

**PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS**  
**MONTHLY TOTALS FOR FISCAL YEAR 2012-2013**

2012-2013 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	136	1,765	\$1,721.60	\$875.00	\$2,596.60
AUGUST	124	2,046	\$1,634.65	\$875.00	\$2,509.65
SEPTEMBER	161	1,984	\$1,735.30	\$875.00	\$2,610.30
OCTOBER	164	1,629	\$1,316.00	\$875.00	\$2,191.00
NOVEMBER	110	1,867	\$2,046.40	\$875.00	\$2,921.40
DECEMBER	112	1,985	\$1,218.60	\$875.00	\$2,093.60
JANUARY	152	1,821	\$1,220.20	\$875.00	\$2,095.20
FEBRUARY	101	2,128	\$1,309.20	\$875.00	\$2,184.20
MARCH	151	1,405	\$1,672.40	\$875.00	\$2,547.40
APRIL	120	1,642	\$1,475.00	\$875.00	\$2,350.00
MAY					
JUNE					
YEAR TOTAL:	1,331	18,272	\$15,349.35	\$8,750.00	\$24,099.35

CHECK AND CASH RECEIVED FOR MONTH				April	2013
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
4/3/2013	485087	Void	Void	Void	Void
4/3/2013	485088	\$40.00	Letter/eviction notice	Gabriel V Urias	Giovanni Lira
4/4/2013	485089	\$40.00	DO201300132	Gustavo Trevino	Cheyenne Lee Gore
4/5/2013	485090	\$48.00	5 Day Notice	Lisa Johnson	Stan & Laurie Brocksen
4/8/2013	485091	\$40.00	2013CV000202	Rick Bailey	Diane Hines
4/8/2013	485092	\$40.00	2013CV000200	Aaron Jordan	Diane Hines
4/8/2013	485093/5160	\$46.00	2013CV203FD	Ponderosa Glen MHP	Michell Olsterreich
4/8/2013	485093	\$2.00	2013CV203FD	Ponderosa Glen MHP	Michell Olsterreich
4/9/2013	485094/4590	\$48.00	2013CV204FD	Moffitt Properties, Ted & Glenda Moffitt	Michael Sutton, Lacy Salas
4/12/2013	485095/5164	\$48.00	2013CV221FD	R & H Boulder & Granite, LLC	Mark Isit, Michelle Laurie
4/12/2013	485096	\$48.00	2013CV222FD	Elisabeth Johnson	Stan & Laurie Brocksen
4/12/2013	485097	\$48.00	2013CV225FD	Gabriel V Urias	Loretta Lira, Giovanni Chagoya Lira
4/15/2013	485098	Void	Void	Void	Void
4/15/2013	485099	\$40.00	2013CV000229	Andrew Malinski	Joy Neal
4/16/2013	485100/1366	\$40.00	PB201300034	Barbara Smith (Law Offices of Jo Ellen Vork)	Karen York Leeds, Trustee, James A York Revocable Living Trust
4/17/2013	485101/3084	\$125.00	2012CV823SC	Steven N Booth	Nicole Asmundson Gerling
4/18/2013	485102	\$40.00	2013CV000236	Laurie Brocksen	Elisabeth Johnson
4/18/2013	485103	\$40.00	2013CV000238	Elisabeth Johnson	Laurie Brocksen
4/19/2013	485104/4634	\$64.00	CV201300085	Harold Corbin (Dennis G Bassi)	Salvatore & Florimel Gillette
4/22/2013	485105/14-677877149	\$56.00	P1300DO20090208	Kelli M Hykes	Jason Gertchen
4/22/2013	485106/9326	\$64.00	2013CV199OV	CACH, LLC (Neuheisel Law Firm PC)	Linda Trosper & John Doe Trosper John Does I-V & Jane Does I-V
4/22/2013	485107/14692	\$40.00	2013CV189-UN	Wakefield and Associates, Inc (JLL Process Corp)	Marilyn ODeil
4/22/2013	485108	\$112.00	DO201300150	Nicholas Escobedo	Shelby Hill
4/23/2013	485109	\$48.00	5 Day Notice	William C. Epley	Daniel & Tiffany Woodward
4/23/2013	485110/43380	\$46.00	2013CV244FD	Cedar Grove MHP, LLC (Williams, Zinman & Parham PC)	Gerrick Kenneth Holt
4/25/2013	485111/1133	\$48.00	2013CV248FD	Curt Higgings	Sabina Lee Howard, Codie Lee Harrison
4/26/2013	485112	\$48.00	2013CV252FD	Green Valley Apts-Michelle	Jerry Cobos
4/26/2013	485113	\$48.00	2013CV253FD	Green Valley Apts-Michelle	Kimberly Anglemire
4/26/2013	485114	\$40.00	2013CV000254	Amber Schlis	Faith Lenzmeier
4/29/2013	485115	\$40.00	2013CV000255	Debbie Carl	Andre Geldarski
4/29/2013	485116	\$48.00	2013CV256FD	William C. Epley	Daniel & Tiffany Woodward
4/30/2013	485117	\$40.00	2013CV000258	Bunnie Hatt	Noah Christenson



	<b>Total deposit for April 2013</b>	\$1,475.00			
	<b>Writ Fees Collected for April 2013 5/2/2013 ck#2320</b>	\$5.00			
	<b>Adjusted Service Fees Collected for April 2013 5/2/2013 ck#2321</b>	\$1,470.00			

**PAYSON REGIONAL CONSTABLE**

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,  
Payson Regional  
(928) 474-3844



Date: 5/3/2013

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**GENERAL CERTIFICATE of SERVICE**  
**SERVICE SUMMARY REPORT - by DATE SERVED**  
4/1/2013 TO 4/30/2013

Number of Cases	Description
2	5 Day Notice To Pay Or Quit (Fee)
1	5 Day Notice To Vacate (Fee)
4	Injunction Against Harassment (Fee Waived By Ct) (Fee)
8	Injunction Against Harassment (Fee)
1	Petition & Notice Of Hearing (Fee)
1	Petition For Modification Of Parenting Time; Order To Appear (Fee)
3	Summons & Complaint Contract (Fee)
2	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
10	Summons & Complaint-Forcible Detainer (Fee)
1	Summons & Petition To Establish Child Custody, Child Visitation & Child Support (Fee)
1	Summons (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Amended Order of Protection
2	Minute Entry
11	Notice To Appear; Petition

Date: 5/3/2013

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**GENERAL CERTIFICATE of SERVICE  
SERVICE SUMMARY REPORT - by DATE SERVED**

4/1/2013 TO 4/30/2013

<b>Number of Cases</b>	<b>Description</b>
4	Order Of Protection
2	Order To Show Cause
54	Subpoena
3	Subpoena Trial Reset
3	Summons
4	Summons & Complaint
1	Zoning Violation
<hr/>	
<b>Total Number of Fee Services</b>	35
<b>Total Number of Non Fee Services</b>	85
<b>Total Number of Services</b>	120

# PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,  
Payson Regional  
(928) 474-3844



## ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2013 TO 4/30/2013

Date: 5/3/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/1/2013	4/1/2013	2013CV000192	Leann Armstrong	Cristal Gipson	Cristal Gipson	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Cristal Gipson	Mountain Shadow Trailer Park #18 Payson, AZ 85541	609 S Colcord #18 Payson, AZ 85541	\$0.00			1
4/1/2013	4/1/2013	2013CV000193	Jeannie L. Collins	Terra Lynn Cluff	Terra Lynn Cluff	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Terra Lynn Cluff	105 E. Main Street, #119 Payson, AZ 85541	105 E. Main Street, #119 Payson, AZ 85541	\$0.00			1
4/3/2013	4/5/2013	Letter	Gabriel V Urias	Giovanni Chagoya Lira	Giovanni Chagoya Lira	\$40.00	485088	N/A	0
		5 Day Notice To Vacate	Giovanni Chagoya Lira	206 East Eidelweiss Circle Payson, AZ 85541	206 East Eidelweiss Circle Payson, AZ 85541	\$40.00			1
4/4/2013	4/5/2013	DO201300132	Gustavo Trevino	Cheyenne Lee Gore	Cheyenne Lee Gore	\$40.00		Superior Court Gila County	0
		Summons	Cheyenne Lee Gore	202 W. Pinon Circle Payson, AZ 85541	202 W. Pinon Circle Payson, AZ 85541	\$40.00			1
4/5/2013	4/5/2013	5 Day Notice	Elisabeth (Lisa) Johnson	Stan and Laurie Brocksen	Stan Brocksen	\$48.00	485090	N/A	0
		5 Day Notice To Pay Or Quit	Stan and Laurie Brocksen	605 N Spur Drive Payson, AZ 85541	605 N Spur Drive Payson, AZ 85541	\$48.00			1
4/8/2013	5/2/2013	2013CV000200	Aaron Jordan	Diane Hines	Diane Hines	\$40.00	485092	Payson Regional Justice Court	0
		Injunction Against Harassment	Diane Hines	962 W Oxbow Trail #K Payson, AZ 85541	601 N Beeline Highway Payson, AZ 85541	\$40.00			5
4/8/2013	5/2/2013	2013CV000202	Rick Bailey	Diane Hines	Diane Hines	\$40.00	485091	Payson Regional Justice Court	0
		Injunction Against Harassment	Diane Hines	962 W Oxbow Trail #K Payson, AZ 85541	601 N Beeline Highway Payson, AZ 85541	\$40.00			5
4/8/2013	4/8/2013	2013CV203FD	Ponderosa Glen MHP, Roy Haught	Michell Olsterreich	Posted-front door	\$48.00	485093	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Michell Olsterreich	190 N. Cornerstone Way, #15 Star Valley, AZ 85541	190 N Cornerstone Way #15 Star Valley, AZ 85541	\$48.00			1
4/9/2013	4/10/2013	2013CV204FD	Glenda Moffitt, dba/Moffitt Properties	Michael Sutton, Lacy Salas	Posted-front door	\$48.00	485094/4590	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Michael Sutton, Lacy Salas	21A Milky Way Star Valley, AZ 85541	21A Milky Way Star Valley, AZ 85541	\$48.00			1



**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**

4/1/2013 TO 4/30/2013

Date: 5/3/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/12/2013	4/12/2013	2013CV221FD	R&H Boulder & Granite, LLC, c/o Roy Haught	Mark Isit & Michelle Laurie	Michelle Dyan Laurie	\$48.00	485095/5164	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Mark Isit & Michelle Laurie	3760 E SR 260 #10 Star Valley, AZ 85541	3760 E. Highway 260, # 10 Star Valley, AZ 85541	\$48.00			1
4/12/2013	4/12/2013	2013CV222FD	Elisabeth (Lisa) Johnson	Stan and Laurie Brocksen	Laurie Brocksen	\$48.00	485096	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Stan and Laurie Brocksen	605 N Spur Drive Payson, AZ 85541	605 N Spur Drive Payson, AZ 85541	\$48.00			1
4/12/2013	4/12/2013	2013CV225FD	Gabriel V Urias	Loretta Lira, Giovanni Chagoya Lira	Posted-front door	\$48.00	485097	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Loretta Lira, Giovanni Chagoya Lira	206 East Eidelweiss Circle Payson, AZ 85541	206 East Eidelweiss Circle Payson, AZ 85541	\$48.00			1
4/15/2013	4/15/2013	2013CV000228	Mary Anne Coleman	Linda Antonides	Linda Antonides	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Linda Antonides	807 South Westerly #117 Payson, AZ 85541	807 South Westerly #117 Payson, AZ 85541	\$0.00			1
4/15/2013	4/16/2013	2013CV000229	Andrew Malinski	Joy Lynn Neal	Joy Lynn Neal	\$40.00	485099	Payson Regional Justice Court	0
		Injunction Against Harassment	Joy Lynn Neal	408 Stetson Payson, AZ 85541	408 Stetson Payson, AZ 85541	\$40.00			3
4/16/2013	4/16/2013	PB201300034	Barbara Smith	Karen York Leeds, Trustee, James A York Revocable Living Trust	Karen York Leeds, Trustee, James A York Revocable Living Trust	\$40.00	485100/1366	Superior Court Gila County	0
		Petition & Notice Of Hearing	Karen York Leeds, Trustee, James A York Revocable Living Trust	510 East Juniper Payson, AZ 85541	510 East Juniper Payson, AZ 85541	\$40.00			2
4/17/2013	4/19/2013	2012CV823SC	Steven N. Booth, DDS, PC	Tonto Basin Fire Department, , garnishee	Tonto Basin Fire Department, Chief Steven Holt	\$125.00	485101/3084	Payson Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Nicole Asmundson Gerling	373 Old Highway 188 Tonto Basin, AZ 85553	373 Old Highway 188 Tonto Basin, AZ 85553	\$125.00			1
4/18/2013	4/18/2013	2013CV000236	Laurie Brocksen	Elisabeth (Lisa) Johnson	Elisabeth (Lisa) Johnson	\$40.00	485102	Payson Regional Justice Court	0
		Injunction Against Harassment	Elisabeth (Lisa) Johnson	605 N Spur Drive Payson, AZ 85541	605 N Spur Drive Payson, AZ 85541	\$40.00			1
4/18/2013	4/18/2013	2013CV000238	Elisabeth (Lisa) Johnson	Laurie Brocksen	Laurie Brocksen	\$40.00	485103	Payson Regional Justice Court	0
		Injunction Against Harassment	Laurie Brocksen	605 N Spur Drive Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			1
4/19/2013	4/22/2013	CV201300085	Harold Corbin	Salvatore Gillette	Salvatore Gillette	\$40.00	485104/4634	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Salvatore & Florimel Gillette	127 East Main Street Payson, AZ 85541	127 East Main Street Payson, AZ 85541	\$40.00			1
4/19/2013	4/22/2013	CV201300085	Harold Corbin	Florimel Gillette	Florimel Gillette	\$24.00	485104/4634	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Salvatore & Florimel Gillette	127 East Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$24.00			3

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4/22/2013	4/22/2013	P-1300-DO-2009208	Kelli Hykes	Jason Gertchen	Unserved	\$56.00	485105/14-677877149	Superior Court of Maricopa County	0
		Petition For Modification Of Parenting Time; Order To Appear	Jason Gertchen	602 W. Frontier Payson, AZ 85541		\$56.00			3
4/22/2013	4/23/2013	2013CV199-OV	CACH, LLC	Linda Trosper	Linda Trosper	\$40.00	485106/9326	Payson Justice Court	0
		Summons & Complaint Contract	Linda Trosper & John Doe Trosper John Does I-V & Jane Does I-V	962 West Oxbow Trail #112 Payson, AZ 85541	962 West Oxbow Trail #112 Payson, AZ 85541	\$40.00			1
4/22/2013	4/23/2013	2013CV199-OV	CACH, LLC	John Doe Trosper	Linda Trosper	\$24.00	485106/9326	Payson Justice Court	0
		Summons & Complaint Contract	Linda Trosper & John Doe Trosper John Does I-V & Jane Does I-V	962 West Oxbow Trail #112 Payson, AZ 85541	962 West Oxbow Trail #112 Payson, AZ 85541	\$24.00			1
4/22/2013	4/22/2013	2013CV189-UN	Wakefield and Associates, Inc	Marilyn ODell & Jane/John Doe ODell (if married)	Marilyn ODell	\$40.00	485107/14692	Payson Regional Justice Court	0
		Summons & Complaint Contract	Marilyn ODell	806 E Miller Road Payson, AZ 85541	806 E Miller Road Payson, AZ 85541	\$40.00			1
4/22/2013	4/24/2013	DO201300150	Nicholas Escobedo	Shelby Hill	Shelby Hill	\$112.00	485108	Superior Court Gila County	0
		Summons & Petition To Establish Child Custody, Child Visitation & Child Support	Shelby Hill	103 C E Selby Lane Tonto Basin, AZ 85553	195 E Shelby Lane Tonto Basin, AZ 85553	\$112.00			3
4/23/2013	4/23/2013	5 Day Notice	William C. Epley	Daniel & Tiffany Woodward	Tiffany Woodward	\$48.00	485109	N/A	0
		5 Day Notice To Pay Or Quit	Daniel & Tiffany Woodward	600 W Forest Payson, AZ 85541	600 W Forest Payson, AZ 85541	\$48.00			1
4/23/2013	4/24/2013	2013CV244-FD	Cedar Grove MHP, LLC	Gerrick Kenneth Holt	Gerrick Kenneth Holt	\$48.00	485110/43380	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Gerrick Kenneth Holt	703 East Frontier Street #22 Payson, AZ 85541	703 East Frontier Street #22 Payson, AZ 85541	\$46.00			1
4/25/2013	4/25/2013	2013CV248FD	Curt Higgins	Sabina Lee Howard, Codie Lee Harrison	Ramon Joseph Vega	\$48.00	485111/1133	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Sabina Lee Howard, Codie Lee Harrison	704 South Oak Payson, AZ 85541	704 South Oak Payson, AZ 85541	\$48.00			1
4/25/2013	4/26/2013	2013CV000249	Gretchen Lenzmeier	Amber Schlis	Amber Schlis	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Amber Schlis	301 South McLane Road Payson, AZ 85541	714 S Beeline Hwy Payson, AZ 85541	\$0.00			3
4/26/2013	4/26/2013	2013CV252FD	Green Valley Apartments c/o Rick Croy	Jerry Cobos	Posted-front door	\$48.00	485112	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Jerry Cobos	905 S McLane #10 Payson, AZ 85541	905 S McLane Road #10 Payson, AZ 85541	\$48.00			1
4/26/2013	4/26/2013	2013CV253FD	Green Valley Apartments c/o Rick Croy	Kimberly Anglemire	Posted-front door	\$48.00	485113	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Kimberly Anglemire	905 S McLane Road #30 Payson, AZ 85541	905 S McLane Road #30 Payson, AZ 85541	\$48.00			1

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4/26/2013	4/26/2013	2013CV000254	Amber Schlis	Faith Lenzmeier	Faith Lenzmeier	\$40.00	485114	Payson Regional Justice Court	0
		Injunction Against Harassment	Faith Lenzmeier	2607 West Nicklaus Drive Payson, AZ 85541	2607 West Nicklaus Drive Payson, AZ 85541	\$40.00			2
4/29/2013	5/1/2013	2013CV000255	Deborah (Debbie) Carl	Andre Geldarski	Andre Geldarski	\$40.00	485115	Payson Regional Justice Court	0
		Injunction Against Harassment	Andre Geldarski	905 N Manzanita Drive Payson, AZ 85541	910 S Manzanita Payson, AZ 85541	\$40.00			6
4/29/2013	4/29/2013	2013CV256FD	William C. Epley	Daniel & Tiffany Woodward	Tiffany Woodward	\$48.00	485116	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Daniel & Tiffany Woodward	600 W Forest Payson, AZ 85541	600 W Forest Payson, AZ 85541	\$48.00			1
4/30/2013	4/30/2013	2013CV000258	Bunnie Hatt	Noah Christenson	Noah Christenson	\$40.00	485117	Payson Regional Justice Court	0
		Injunction Against Harassment	Noah Christenson	583 West Oxbow Trail Payson, AZ 85541	242 Snider Way Payson, AZ 85541	\$40.00			3

# PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,  
Payson Regional  
(928) 474-3844



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4/1/2013	4/2/2013	2013UD012001	State of Arizona	Town of Payson-Community Development Dept., Sean Tanner	Town of Payson-Community Development Dept., Sean Tanner	\$0.00		Payson Magistrate Court	0
		Subpoena	Stefawna Welch	303 N. Beeline Highway Payson, AZ 85541	Town of Payson 303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/2/2013	4/2/2013	2013TR000548	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Ryan Wood	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
4/2/2013	4/2/2013	2013TR000561	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Wilson Shirley	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
4/2/2013	4/3/2013	2012TR12511	State of Arizona	Josh Peck	Josh Peck	\$0.00		Payson Magistrate Court	0
		Subpoena	Lance Gullett	905 S. McLane Apt 12 Payson, AZ 85541	108 West Main St Payson, AZ 85541	\$0.00			3
4/2/2013	4/2/2013	2012TR12511	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Lance Gullett	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/2/2013	4/2/2013	2012TR12541	State of Arizona	Payson Police Department, Ofc. B. Watson	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Brandon French	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/2/2013	4/2/2013	2012TR12541	State of Arizona	GCSO, Deputy S Osborne	GCSO Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Brandon French	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/2/2013	4/4/2013	2012TR12541	State of Arizona	Anthony Louis Miotto	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Brandon French	912 West Saddle Lane Payson, AZ 85541		\$0.00			3
4/2/2013	4/3/2013	2012TR12541	State of Arizona	Heather Armenta	Heather Armenta	\$0.00		Payson Magistrate Court	0
		Subpoena	Brandon French	610 E. Luke Drive Payson, AZ 85541	Rim Country Health & Retirement Community 807 W. Longhorn Road Payson, AZ 85541	\$0.00			4

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4/2/2013	4/2/2013	2013CR000007	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Savannah Jewell	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/2/2013	4/2/2013	2013CR000064	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Nathan Odonnell	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/2/2013	4/4/2013	2013CR012089	State of Arizona	Taylor James Vance-Parker	Taylor James Vance-Parker	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Taylor James Vance-Parker	1100 N Ponderosa Cr Payson, AZ 85541	1100 South Street Globe, AZ 85502	\$0.00			1
4/2/2013	4/2/2013	2013CR000132	State of Arizona	Mary E. Hansen	Mary E. Hansen	\$0.00		Payson Justice Court	0
		Summons & Complaint	Mary E. Hansen	8170 W Gunsight Ridege Payson, AZ 85541	8170 W Gunsight Ridege Payson, AZ 85541	\$0.00			1
4/2/2013	4/3/2013	2012CR12419	State of Arizona	Walmart Superstore #1369, Malcolm Anderson	Walmart Superstore #1369, Malcolm Anderson	\$0.00		Payson Magistrate Court	0
		Subpoena	Judy Kay Ernst	300 North Beeline Highway Payson, AZ 85541	611 W Bridle Path Ln Payson, AZ 85541	\$0.00			2
4/2/2013	4/3/2013	2012CR12419	State of Arizona	Payson Police Department, Ofc. B. Watson	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Judy Kay Ernst	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/3/2013	4/3/2013	2013CR000007	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Savannah Jewell	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/3/2013	4/5/2013	CR2012-336	State of Arizona	Janet Yates	Janet Yates	\$0.00		Gila County Superior Court	0
		Subpoena	Brandon Lee Lewis	401 W. Frontier Street #F Payson, AZ 85541	401 W. Frontier Street #F Payson, AZ 85541	\$0.00			2
4/3/2013	4/8/2013	CR2012-336	State of Arizona	Amber Jacobs	Amber Jacobs	\$0.00		Gila County Superior Court	0
		Subpoena	Brandon Lee Lewis	318 W, Frontier Street Payson, AZ 85541	318 W, Frontier Street Payson, AZ 85541	\$0.00			2
4/3/2013	4/5/2013	CR2012-336	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Brandon Lee Lewis	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/3/2013	4/5/2013	CR2012-336	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Brandon Lee Lewis	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/3/2013	4/5/2013	CR2012-336	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Brandon Lee Lewis	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/3/2013	4/5/2013	CR2012-336	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Brandon Lee Lewis	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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4/5/2013	4/12/2013	2013TR000924 Summons & Complaint	State of Arizona	Deborah Casillas	Deborah Casillas	\$0.00		Payson Justice Court	0
			Deborah Casillas	Christopher Creek MHP #12 Christopher Creek, AZ 85541	108 West Main Street Payson, AZ 85541	\$0.00			3
4/9/2013	4/9/2013	2012CV000855 Amended Order of Protection	Jennifer Reeves	Erick Walter Barnick	Erick Walter Barnick	\$0.00		Payson Regional Justice Court	0
			Erick Walter Barnick	300 W Frontier #12 Payson, AZ 85541	300 W Frontier #12 Payson, AZ 85541	\$0.00			3
4/10/2013	4/10/2013	CR2013-00159 Summons	State of Arizona	Steven Frank Guggisberg	Steven Frank Guggisberg	\$0.00		Superior Court Gila County	0
			Steven Frank Guggisberg	300 W Bonita #5 Payson, AZ 85541	300 W Bonita #5 Payson, AZ 85541	\$0.00			1
4/10/2013	4/10/2013	2013TR012034 Subpoena	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
			Amy Martell	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/10/2013	4/10/2013	2013TR012153 Subpoena	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	\$0.00		Payson Magistrate Court	0
			John Hummer	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/10/2013	4/15/2013	2013CV000206 Order Of Protection	Jennifer Barnett	Scott Michael Brakefield	Scott Michael Brakefield	\$0.00		Payson Regional Justice Court	0
			Scott Michael Brakefield	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1
4/11/2013	4/12/2013	2012CR000354 Subpoena	State of Arizona	Department of Public Safety, Ofc. J.E. Oestmann	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
			Joey Doka	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
4/11/2013	4/12/2013	Parcel #304-04-076 Zoning Violation	Town of Payson- Community Development Dept., Sean Tanner	Everett Cobb	Everett Cobb	\$0.00		N/A	0
			Everett Cobb	506 East Wade Lane Payson, AZ 85541	506 East Wade Lane Payson, AZ 85541	\$0.00			1
4/11/2013	4/12/2013	DO201300141 Order Of Protection	Elizabeth Ann McCrary	William Edward McCrary	William Edward McCrary	\$0.00		Superior Court Gila County	0
			William Edward McCrary	1710 West Point Drive Payson, AZ 85541	1402 Bravo Taxiway Payson, AZ 85541	\$0.00			2
4/12/2013	4/12/2013	JV2013-00069 Notice To Appear; Petition	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
			minor	829 West Overland Road Payson, AZ 85541	829 West Overland Road Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	JV2013-00069 Notice To Appear; Petition	State of Arizona	Margaret Foster	Margaret Foster	\$0.00		Juvenile Court Gila County	0
			minor	829 West Overland Road Payson, AZ 85541	829 West Overland Road Payson, AZ 85541	\$0.00			1
4/12/2013	4/18/2013	JV2013-00064 Notice To Appear; Petition	State of Arizona	minor	Charles England	\$0.00		Juvenile Court Gila County	0
			minor	1415 North Easy Street Payson, AZ 85541	1415 North Easy Street Payson, AZ 85541	\$0.00			6
4/12/2013	4/18/2013	JV2013-00064 Notice To Appear; Petition	State of Arizona	Erin or Charles England	Charles England	\$0.00		Juvenile Court Gila County	0
			minor	1415 North Easy Street Payson, AZ 85541	1415 North Easy Street Payson, AZ 85541	\$0.00			6



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4/12/2013	4/12/2013	2012CR623	State of Arizona	U.S. Forest Service, Ofc. D. Adams	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael Lee Lester	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2013CR58	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dane Hamilton	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2013CR58	State of Arizona	GCSO, Deputy G Hanse	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dane Hamilton	108 West Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2013CR58	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dane Hamilton	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2013CR58	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Ryan Sheehan	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2012CR629	State of Arizona	GCSO, Deputy G Hanse	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Ryan Sheehan	108 West Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2012CR623	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael Lee Lester	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2013TR000561	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Wilson Shirley	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2013CR12007	State of Arizona	minor c/o Monica Marie Prince, parent	Monica M Prince	\$0.00		Payson Magistrate Court	0
		Subpoena	Joseph Wayne Armstrong	1107 South McLane Road #13 Payson, AZ 85541	1107 South McLane Road #13 Payson, AZ 85541	\$0.00			1
4/12/2013	4/12/2013	2013CR12007	State of Arizona	Gerald Buckland	Gerald Buckland	\$0.00		Payson Magistrate Court	0
		Subpoena	Joseph Wayne Armstrong	1107 S. McLane Road #7 Payson, AZ 85541	1107 S McLane Road #36 Payson, AZ 85541	\$0.00			2
4/12/2013	4/15/2013	2013CR12007	State of Arizona	Leticia Alatriz	Leticia Alatriz	\$0.00		Payson Magistrate Court	0
		Subpoena	Joseph Wayne Armstrong	1107 McLane #12 Payson, AZ 85541	1107 McLane #12 Payson, AZ 85541	\$0.00			2
4/12/2013	4/12/2013	2013CR12007	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Joseph Wayne Armstrong	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/16/2013	4/23/2013	2013CV000230	Stephanie Bullene	William Webster	Unserved	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	William Webster	404 South Tonto Street Payson, AZ 85541		\$0.00			3

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/17/2013	4/17/2013	2013CV222-FD	Elisabeth (Lisa) Johnson	Stan and Laurie Brocksen	Laurie Brocksen	\$0.00		Payson Regional Justice Court	0
		Minute Entry	Stan and Laurie Brocksen	605 N Spur Drive Payson, AZ 85541	605 N Spur Drive Payson, AZ 85541	\$0.00			1
4/17/2013	4/17/2013	2013CV222-FD	Elisabeth (Lisa) Johnson	Elisabeth (Lisa) Johnson	Elisabeth (Lisa) Johnson	\$0.00		Payson Regional Justice Court	0
		Minute Entry	Stan and Laurie Brocksen	605 N Spur Drive Payson, AZ 85541	605 N Spur Drive Payson, AZ 85541	\$0.00			1
4/17/2013	4/17/2013	2010CR555	State of Arizona	Eric James Hilgendorf	Unserved	\$0.00		Payson Magistrate Court	0
		Order To Show Cause	Eric James Hilgendorf	2502 W. Bulla Drive Payson, AZ 85541		\$0.00			2
4/17/2013	4/23/2013	2012CR12245	State of Arizona	James Joseph Krauss	James Joseph Krauss	\$0.00		Payson Magistrate Court	0
		Order To Show Cause	James Joseph Krauss	300 East Aero Drive #2 Payson, AZ 85541	300 East Aero Drive #2 Payson, AZ 85541	\$0.00			4
4/18/2013	4/18/2013	2012CR12467	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Mark Wayne Daniels, II	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/18/2013	4/18/2013	2012CR12467	State of Arizona	Shawna Michelle Daniels	Shawna Michelle Daniels	\$0.00		Payson Magistrate Court	0
		Subpoena	Mark Wayne Daniels, II	316 W Roundup Rd Payson, AZ 85541	316 W Roundup Rd Payson, AZ 85541	\$0.00			2
4/19/2013	4/23/2013	CR2012355	State of Arizona	John J. Ceja	John J. Ceja	\$0.00		Superior Court Gila County	0
		Subpoena	Richard Franklin Thiele	410 S. Ash Payson, AZ 85541	410 S. Ash Payson, AZ 85541	\$0.00			2
4/19/2013	4/23/2013	CR2012355	State of Arizona	Mariah Cola Hall-Florence	Mariah Cola Hall-Florence	\$0.00		Superior Court Gila County	0
		Subpoena	Richard Franklin Thiele	114 W. Elm Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			4
4/19/2013	4/19/2013	CR2012355	State of Arizona	Christina Dawn Chastain-Baltz	Christina Dawn Chastain-Baltz	\$0.00		Superior Court Gila County	0
		Subpoena	Richard Franklin Thiele	300 W. Bonita Street #17 Payson, AZ 85541	300 W. Bonita Street #17 Payson, AZ 85541	\$0.00			1
4/19/2013	4/19/2013	CR2012355	State of Arizona	Juan Alfonso Perez	Juan Alfonso Perez	\$0.00		Superior Court Gila County	0
		Subpoena	Richard Franklin Thiele	300 West Bonita Street #23 Payson, AZ 85541	300 West Bonita Street #23 Payson, AZ 85541	\$0.00			1
4/19/2013	4/19/2013	CR2012355	State of Arizona	Payson Police Department, Ofc. R. Vaughn	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Richard Franklin Thiele	303 N. Beeline Hwy Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/19/2013	4/19/2013	CR2012355	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Richard Franklin Thiele	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/19/2013	4/19/2013	CR2012355	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Richard Franklin Thiele	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1



**ITEMIZED SERVICES by DATE RECEIVED**

4/1/2013 TO 4/30/2013

Date: 5/3/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/19/2013	4/19/2013	2013TR012115	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Steven Kelley	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/19/2013	4/19/2013	2012CR12482	State of Arizona	PPD, Officer McDonough	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Debra Diane Hopson	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/19/2013	4/19/2013	2012CR12482	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Debra Diane Hopson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/19/2013	4/19/2013	2012CR12482	State of Arizona	Tami Lynn Levendoski	Tami Lynn Levendoski	\$0.00		Payson Magistrate Court	0
		Subpoena	Debra Diane Hopson	WalMart 300 N. Beeline Highway Payson, AZ 85541	901 W Wagon Trail Payson, AZ 85541	\$0.00			1
4/19/2013	4/19/2013	2012CR12482	State of Arizona	Jeffrey Scott Barbano	Jeffrey Scott Barbano	\$0.00		Payson Magistrate Court	0
		Subpoena	Debra Diane Hopson	WalMart 300 N. Beeline Highway Payson, AZ 85541	307 S Bassett Payson, AZ 85541	\$0.00			1
4/22/2013	4/22/2013	2013CV000243	Catherine McLave	Payson Michael Herring	Payson Michael Herring	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Payson Michael Herring	E Park Drive Payson, AZ 85541	100 N Tonto Street Ste 102 Payson, AZ 85541	\$0.00			1
4/23/2013	4/23/2013	CR2012295	State of Arizona	Michael Lucek	Michael Lucek	\$0.00		Superior Court Gila County	0
		Subpoena	David Hardman	2010 N Beeline Hwy Payson, AZ 85541	906 W Summit #3 Payson, AZ 85541	\$0.00			2
4/23/2013		CR2012355	State of Arizona	Joseph York		\$0.00		Superior Court Gila County	0
		Subpoena	Richard Franklin Thiele	300 W Bonita #19 Payson, AZ 85541		\$0.00			0
4/23/2013	4/25/2013	JV2013-077	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	2144 North Flowing Springs Road Payson, AZ 85541	101 S Beeline Hwy Payson, AZ 85541	\$0.00			3
4/23/2013	4/25/2013	JV2013-077	State of Arizona	Don & Marie Carroll	Don Carroll	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	2144 N Flowing Springs Road Payson, AZ 85541	101 S Beeline Hwy Payson, AZ 85541	\$0.00			3
4/24/2013	4/25/2013	2013CR000159	State of Arizona	Steven Frank Guggisberg	Steven Frank Guggisberg	\$0.00		Payson Justice Court	0
		Summons & Complaint	Steven Frank Guggisberg	300 W Bonita #5 Payson, AZ 85541	300 W Bonita #5 Payson, AZ 85541	\$0.00			1
4/24/2013	4/25/2013	2013UD012002	State of Arizona	Town of Payson-Community Development Dept., Sean Tanner	Town of Payson-Community Development Dept., Sean Tanner	\$0.00		Payson Magistrate Court	0
		Subpoena	Michael Wyckoff	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/25/2013	4/25/2013	2013CR00221	State of Arizona	Shawna Lea Vineyard	Shawna Lea Vineyard	\$0.00		Superior Court Gila County	0
		Summons	Shawna Lea Vineyard	105 E Main Street #118 Payson, AZ 85541	714 South Beeline Hwy Payson, AZ 85541	\$0.00			1

**ITEMIZED SERVICES by DATE RECEIVED**

4/1/2013 TO 4/30/2013

Date: 5/3/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/25/2013	4/25/2013	CR201300220	State of Arizona	Nicholas Michael Vineyard	Nicholas Michael Vineyard	\$0.00		Superior Court Gila County	0
		Summons	Nicholas Michael Vineyard	105 E Main Street #118 Payson, AZ 85541	105 E Main Street #118 Payson, AZ 85541	\$0.00			1
4/25/2013	4/26/2013	CR2012-295	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	David Hardman	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/25/2013	4/26/2013	CR2012-295	State of Arizona	MVD Custodian of Records	Unserved	\$0.00		Superior Court Gila County	0
		Subpoena	David Hardman	500M PO Box 2100 Phoenix, AZ 85541		\$0.00			1
4/25/2013	4/26/2013	2013TR012164	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Jesse Wallace	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/25/2013	4/26/2013	2013TR000898	State of Arizona	Department of Public Safety, Officer Bailey	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Paula Boling	Department of Public Safety-Payson Office Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
4/25/2013	4/26/2013	2013TR012129	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Michael David Dixon	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/29/2013	5/1/2013	JV 2013-059	State of Arizona	Belinda Guerra	Belinda Guerra	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	TAR #8 Payson, AZ 85541	TAR #8 Payson, AZ 85541	\$0.00			3
4/29/2013	4/30/2013	JV 2013-084	State of Arizona	minor	Larry Potvin	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	104 N Forest Parkway Payson, AZ 85541	104 South Forest Park Payson, AZ 85541	\$0.00			2
4/29/2013	4/30/2013	JV 2013-084	State of Arizona	Larry Potvin	Larry Potvin	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	104 N Forest Parkway Payson, AZ 85541	104 South Forest Park Payson, AZ 85541	\$0.00			2
4/29/2013	4/30/2013	JV 2013-082	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1107 S McLane Road #3 Payson, AZ 85541	1107 S McLane Road #3 Payson, AZ 85541	\$0.00			1
4/29/2013	4/30/2013	JV 2013-082	State of Arizona	Gabriel Cornejo	Susana Delara	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1107 S McLane Road #3 Payson, AZ 85541	1107 South McLane Road #3 Payson, AZ 85541	\$0.00			1

# MILEAGE FOR THE MONTH April 2013

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
4/1	175			
4/2	67			
4/3	104			
4/4	191			
4/5	56			
4/8	81			
4/9	79			
4/10	75			
4/11	32			
4/12	45			
4/15	73			
4/16	52			
4/17	42			
4/18	47			
4/19	96			
4/22	80			
4/23	62			
4/24	97			
4/25	28			
4/26	49			
4/29	52			
4/30	59			
<b>DAYS</b>	<b>1642</b>		<b>0</b>	

**Total Miles Driven By  
The Constable's Office**

**1642**

**April**

**2013**

GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA

DATE 5/2/13

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer

FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics, Standards & Treasurers Board - Writ Fee Collected

Account Code	Revenue Description	Amount
T91620601	CESTB - Writ Fee collected	5 00
	April 2013	
	1 @ 5 <sup>00</sup>	
	CK # 2320	
		5 00

Authorized Signature  3230

Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER

98362

PAYSON CONSTABLE  
108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2320  
91-527/1221 6128  
0703680454

DATE 5/2/13

PAY TO THE ORDER OF Gila County Treasurer \$ 5<sup>00</sup>  
Five + 00/100's DOLLARS

WELLS FARGO  
Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com

FOR Writ Fee April 1 @ 5<sup>00</sup>

 3230

⑈0000002320⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA

DATE 5/2/13


GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service Fees collected - April 2013

Account Code	Revenue Description	Amount
1005.324.-3405.80	Service fees collected	1470 00
X1005-01-32400-4614	4/1/13 thru 4/30/13	
		1470 00

Authorized Signature  3220 Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER

98363

PAYSON CONSTABLE  
108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2321

91-527/1221 6128  
0703680454

DATE 5/2/13

PAY TO THE ORDER OF Gila County Treasurer \$ 1470<sup>00</sup>  
One thousand four hundred seventy & 00/100'S DOLLARS

WELLS FARGO  
Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com

FOR Service Fees April

 3220

⑈0000002321⑈ ⑆122105278⑆ 0703680454⑈



**ARF-1845**

**3- K**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting Period:** Globe Regional Justice of the Peace's Office Monthly Report for April 2013

**Submitted For:** Mary Navarro

**Submitted By:** Mary Navarro,  
Justice Court  
Operations  
Mgr, Superior  
Court

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for April 2013

**Suggested Motion**

Acknowledgment of the April 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

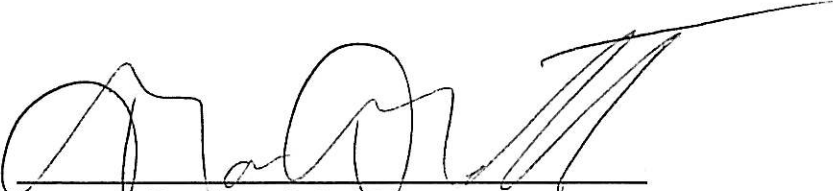
Globe Regional Justice Court Monthly Report for April, 2013

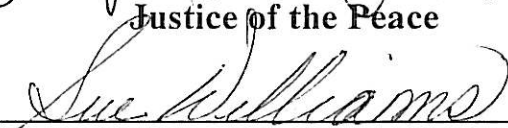
# **GLOBE REGIONAL JUSTICE COURT** **MONTHLY TRUST REPORT**

**For the Month of: April, 2013**

## **BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 6,038.55</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$20,069.38</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$20,123.53</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 5,984.40</b>

  
\_\_\_\_\_  
**Justice of the Peace**

  
\_\_\_\_\_  
**Court Manager/Financial Clerk**

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.



GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

APRIL, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 179.89	\$ 9.00	\$ 170.89
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 3,114.20	\$ 155.71	\$ 2,958.49
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 9.71	\$ 0.49	\$ 9.22
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 4,436.41		\$ 4,436.41
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 6,118.66		\$ 6,118.66
Game and Fish - Wildlife	ZGF		STATE	\$ 29.91	\$ 1.50	\$ 28.41
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 3,544.14	\$ 177.21	\$ 3,366.93
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 21.79	\$ 1.09	\$ 20.70
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 39.41	\$ 1.98	\$ 37.43
Arson Detection Reward Fund 41-2167D	ZADR		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	1005.311.3360.85		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005.311.3800.30		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,882.92		\$ 2,882.92
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 14,192.19	\$ 709.61	\$ 13,482.58
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 2,520.00	\$ 126.00	\$ 2,394.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,494.11	\$ 74.71	\$ 1,419.40
DUI Abatement	ZDUIA		T889-2061	\$ 25.21	\$ 1.27	\$ 23.94
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 294.89	\$ 14.75	\$ 280.14
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 146.46	\$ 7.33	\$ 139.13
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 666.52	\$ 33.33	\$ 633.19
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 26,572.22	\$ 1,328.62	\$ 25,243.60
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 2,006.43	\$ 100.33	\$ 1,906.10
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,372.06	\$ 68.61	\$ 1,303.45
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 1,112.55		\$ 1,112.55
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 131.17	\$ 6.56	\$ 124.61
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 2,069.56		\$ 2,069.56
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 300.36	\$ 15.02	\$ 285.34
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 3,315.80		\$ 3,315.80
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 351.52	\$ 17.58	\$ 333.94
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 310.61		\$ 310.61
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 207.07		\$ 207.07
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 338.04	\$ 16.91	\$ 321.13
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 495.15	\$ 24.76	\$ 470.39
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 3,934.07	\$ 196.71	\$ 3,737.36
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,780.14	\$ 89.01	\$ 1,691.13
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 222.54	\$ 11.13	\$ 211.41
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 52.65	\$ 2.64	\$ 50.01
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 122.99	\$ 6.15	\$ 116.84
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 693.51	\$ 34.68	\$ 658.83
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ -	\$ -	\$ -
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOL)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 14.55	\$ 0.73	\$ 13.82
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 5.75	\$ 0.29	\$ 5.46
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ 0.67	\$ 0.04	\$ 0.63
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 49.74	\$ 2.49	\$ 47.25
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 680.31	\$ 34.02	\$ 646.29
Prison Construction Fund	ZPCOF		T908-2061	\$ 6,125.73	\$ 306.29	\$ 5,819.44
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 519.12	\$ 25.96	\$ 493.16
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,999.42	\$ 249.97	\$ 4,749.45
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 201.73	\$ 10.09	\$ 191.64
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 451.79		\$ 451.79
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 4,796.01		\$ 4,796.01
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 3,197.33		\$ 3,197.33
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

APRIL, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 86.65	\$ 4.34	\$ 82.31
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 146.94	\$ 7.35	\$ 139.59
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 106,380.60</b>	<b>\$ 3,874.26</b>	<b>\$ 102,506.34</b>

**TOTAL ADJUSTED BALANCE VERIFICATION** \$ **102,506.34**

**TOTAL RESTITUTION RECEIVED** \$ **4,341.84**

**TOTAL RECEIPTS THIS MONTH** \$ **110,722.44**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
		\$ 17,109.71	ARIZONA STATE TREASURER
		\$ 89,131.30	GILA COUNTY TREASURER
		\$ 139.59	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 106,380.60</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of APRIL, 2013.

Justice of the Peace

Subscribed and Sworn to before me this 15th day of May, 2013.

Notary Public

My Commission Expires:

February 12, 2017



**SUSAN LEMAE WILLIAMS**  
Notary Public - State of Arizona  
GILA COUNTY  
My Commission Expires  
February 12, 2017

**ARF-1849**

**3- L**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting** April 2013

**Period:**

**Submitted For:** Dorothy Little

**Submitted By:** Dorothy Little,  
Justice of the  
Peace-Payson  
Region,  
Superior Court

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### **Information**

**Subject**

Payson Regional Justice of the Peace's Monthly Report for April 2013

**Suggested Motion**

Acknowledgment of the April 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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### **Attachments**

[april 2013 reports](#)

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

APRIL, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 70.01	\$ 3.50	\$ 66.51
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 68.99	\$ -	\$ 68.99
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,533.74	\$ -	\$ 1,533.74
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 7,207.85	\$ 360.39	\$ 6,847.46
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 3,290.00	\$ 164.50	\$ 3,125.50
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 917.37	\$ 45.87	\$ 871.50
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 523.83	\$ 26.19	\$ 497.64
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,652.99	\$ 82.65	\$ 1,570.34
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 13,372.26	\$ 668.61	\$ 12,703.65
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 1,073.37	\$ 53.67	\$ 1,019.70
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 149.15	\$ 7.46	\$ 141.69
Extra DUI Assessment \$500	ZGFUD	0912000-000-000-2061-00	T912-2061	\$ 1,886.21	\$ 94.31	\$ 1,791.90
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 583.70	\$ -	\$ 583.70
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 232.84	\$ 11.64	\$ 221.20
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 1,084.00	\$ -	\$ 1,084.00
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 533.25	\$ 26.66	\$ 506.59
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 1,070.55	\$ -	\$ 1,070.55
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 534.58	\$ 26.73	\$ 507.85
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,993.63	\$ 99.68	\$ 1,893.95
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 2,072.87	\$ 103.64	\$ 1,969.23
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 259.10	\$ 12.96	\$ 246.14
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 2.50	\$ 0.13	\$ 2.37
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 156.43	\$ 7.82	\$ 148.61
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 855.92	\$ 42.80	\$ 813.12
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 13.98	\$ 0.70	\$ 13.28
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 7.57	\$ 0.38	\$ 7.19
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 4.54	\$ 0.23	\$ 4.31
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 42.38	\$ 2.12	\$ 40.26
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 5,374.99	\$ 268.75	\$ 5,106.24
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 21.39	\$ 1.07	\$ 20.32
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 500.00	\$ 25.00	\$ 475.00
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 2,033.01	\$ -	\$ 2,033.01
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 1,355.33	\$ -	\$ 1,355.33
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 27.50	\$ 1.38	\$ 26.12
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 1,527.19	\$ 76.36	\$ 1,450.83
DUI Abatement	ZDUAI		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,666.73	\$ -	\$ 1,666.73
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,201.88	\$ -	\$ 1,201.88
Game and Fish - Wildlife	ZGF		STATE	\$ 363.27	\$ 18.16	\$ 345.11
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,702.17	\$ 135.11	\$ 2,567.06
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 12.68	\$ 0.63	\$ 12.05
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 200.00	\$ -	\$ 200.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 58,179.75</b>	<b>\$ 2,369.10</b>	<b>\$ 55,810.65</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		<b>\$ 55,810.65</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/3/13	4864	\$ 50,709.97	GILA COUNTY TREASURER
	4865	\$ 7,269.78	ARIZONA STATE TREASURER
	4866	\$ 200.00	GILA COUNTY BAD CHECK PROGRAM
		\$ -	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		<b>\$ 58,179.75</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for APRIL, 2013.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2013

### CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	99	8	136	243
Filed	7	3	15	25
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>106</b>	<b>11</b>	<b>151</b>	<b>268</b>
Transferred Out	0	0	0	0
Other Terminations	11	4	11	26
<b>TOTAL TERMINATIONS</b>	<b>11</b>	<b>4</b>	<b>11</b>	<b>26</b>
Statistical Correction	0	0	0	0
Pending End of Month	95	7	140	242

\*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

### TRAFFIC FAILURE TO APPEAR\*\*

Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
166	2	0	168	0	2	2	0	166

**\*\*READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

### CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
893	305	0	1,198	0	5	328	333	0	865

Civil Traffic Hearings Held: 4

### VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)

Filed	137	Trans In	0	TOTAL	137
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# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2013

MISDEMEANOR								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
517	59	0	576	0	70	70	0	506
53	0	0	53	0	1	1	0	52
570	59	0	629	0	71	71	0	558

## TRIALS HELD

Misdemeanor Court/FTA Trials Held:

**1**

Misdemeanor/FTA Jury Trials Held:

**0**

FELONY								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
<b>26</b>	<b>4</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>7</b>	<b>7</b>	<b>0</b>	<b>23</b>

Felony Preliminary Hearings Held:

**0**

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

**119**

LOCAL NON-CRIMINAL ORDINANCES						
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	1	0	1	1	0	0
<b>TOTAL</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2013

### CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	49	19	193	261
Filed	6	11	38	55
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>55</b>	<b>30</b>	<b>231</b>	<b>316</b>
Transferred Out	0	0	0	0
Other Terminations	2	12	35	49
<b>TOTAL TERMINATIONS</b>	<b>2</b>	<b>12</b>	<b>35</b>	<b>49</b>
Statistical Correction	0	0	0	0
Pending End of Month	53	18	196	267

Small Claims Hearings Held/Defaults: 0 Civil Court Trials Held: 8

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0 Civil Jury Trials Held: 0

### DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	4	4	0	4
Harassment	15	13	2	15

### HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 5 Injunction Against: 4

### SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0 Fugitive Complaints Filed: 0  
Juvenile Hearings Held: 0 Search Warrants Issued: 10

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: April 2013

### **WARRANTS OUTSTANDING**

#### TRAFFIC WARRANTS OUTSTANDING

D.U.I. 157

Serious Violations 8

All Other Violations 492

**TRAFFIC TOTAL 657**

#### CRIMINAL WARRANTS OUTSTANDING

Felony 131

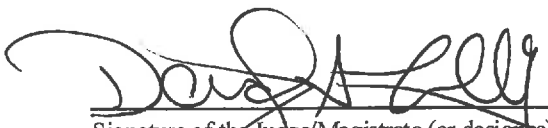
Misdemeanor 745

**CRIMINAL TOTAL 876**

**MAIL BY THE 20TH WORKING DAY OF MONTH:**

Arizona Supreme Court  
Administrative Office of the Courts  
1501 W. Washington St., Suite 410  
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit  
(602) 542-9376

  
Signature of the Judge/Magistrate (or designee)

  
Name of Preparer

5-15-13  
Date of Preparation



**ARF-1862**

**3- M**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting Period:** Clerk of the Superior Court's Office Monthly Report for April 2013

**Submitted For:** Vicki Aguilar

**Submitted By:** Vicki Aguilar,  
Chief Deputy  
Clerk of the  
Superior  
Court, Clerk of  
the Superior  
Court

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for April 2013

**Suggested Motion**

Acknowledgement of the April 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerk of Superior Court's Office Monthly Report for April 2013

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF GILA**

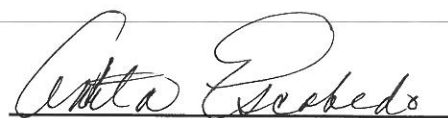
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**CLERK'S REPORT**  
**FOR**  
**APRIL 2013**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account  
of all fees earned and collected by me as Clerk of the Superior Court.**

---

A handwritten signature in cursive script, reading "Anita Escobedo", is written over a horizontal line.

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**Of Gila County, Arizona**



# Summary Allocation by Agency Report

Report generated on : 5/7/2013 8:29:34 AM

Criteria : From Date : 4/1/2013 To Date : 4/30/2013

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$45603.48		(\$37092.58)		\$8510.90	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$93777.05				\$93777.05 ✓	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$10.00		\$31.50		\$41.50 ✓	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2416.64				\$2416.64 ✓	\$120.83
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$8.22		\$2.00		\$10.22	\$0.51
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$65.75		\$16.00		\$81.75	\$4.09
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$335.87		\$25.00		\$360.87	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$54.84				\$54.84	\$2.74
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$270.00				\$270.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$375.00				\$375.00	\$18.75

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



## Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	\$5010.54				\$5010.54	\$250.53
		ZFINE	BASE FINES	\$5830.85		\$1972.86		\$7803.71	\$390.19
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$795.27				\$795.27	\$39.76
		ZCEF	CLEAN ELECTIONS FUND	\$647.05		\$177.15		\$824.20	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$40.51				\$40.51	\$2.03
		ZJDET	COUNTY JUV DETENTION	\$764.83		\$3331.59		\$4096.42	\$204.82
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2414.97				\$2414.97	\$120.75
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$3272.24		\$1964.10		\$5236.34	\$261.82
		ZDNAS	DNA STATE SURCHARGE	\$285.25		\$47.45		\$332.70	\$16.64
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1119.09				\$1119.09	\$55.95
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$304.17				\$304.17	\$15.21
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$180.00				\$180.00	\$9.00
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1399.37				\$1399.37	\$69.97
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$497.44		\$2559.68		\$3057.12	\$152.86
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$206.26				\$206.26	\$10.31

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



# Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDCRT	DRUG COURT FEE FUND	\$335.00				\$335.00	\$16.75
		ZDUIA	DUI ABATEMENT FUND	\$645.00				\$645.00	\$32.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$621.00				\$621.00	\$31.05
		ZWITN	EXPERT WITNESS FUND	\$480.00				\$480.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$1206.65		\$237.17		\$1443.82	\$72.19
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$674.12		\$96.43		\$770.55	\$38.53
		ZEXT	EXTRADITION REIMBURSEMENT	\$38.30		\$849.00		\$887.30	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$450.72		\$123.93		\$574.65	\$28.73
		ZCC	GEN JURIS CONCILIATION COURT	\$1437.01				\$1437.01	\$71.85
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$6490.03		\$3720.11		\$10210.14	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$1081.68		\$620.01		\$1701.69	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$3245.02		\$1860.06		\$5105.08	\$0.00
		ZJF	JAIL (INCARCERATION) FEES	\$22.50				\$22.50	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1186.28				\$1186.28	\$59.31

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>





## Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2694.70				\$2694.70	\$134.74
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$210.08		\$70.00		\$280.08	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$390.15		\$130.00		\$520.15	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$20.00		\$104.00		\$124.00	\$6.20
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$80.00		\$416.00		\$496.00	\$24.80
		ZJS	JUVENILE PROBATION SERV FEES	\$1976.21		\$1190.90		\$3167.11	\$158.36
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$895.66		\$372.04		\$1267.70	\$63.39
		ZMISC	MISCELLANEOUS FEES	\$57.96				\$57.96	\$2.90
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$12.00		\$4.00		\$16.00	\$0.80
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$20.88		\$4.00		\$24.88	\$1.24
		ZOVF	OVERPAYMENT FORFEITED	\$1.00				\$1.00	\$0.05
		ZPP	PASSPORT APPLICATION FEES	\$1025.00				\$1025.00	\$51.25
		ZPCOF	PRISON CONSTRUCTION AND	\$5502.00		\$677.00		\$6179.00	\$308.95
		ZPRS6	PROB SURCH 2006	\$21.17		\$20.94		\$42.11	\$2.11

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## Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZPBA	PROBATION FEE ADULT	\$16137.62		\$7836.70		\$23974.32	\$1198.72
		ZPUBZ	PUBLIC DEFENDER FEES	\$351.79		\$453.04		\$804.83	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$4050.00		\$12.00		\$4062.00	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$109.39				\$109.39	\$5.47
		ZSTAT	STATE TREASURER - GENERAL FUND	\$263.51		\$78.38		\$341.89	\$17.09
		ZTECH	TECHNICAL REGISTRATION FUND	\$15.00				\$15.00	\$0.75
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$124.53		\$80.00		\$204.53	\$10.23
		ZPRS9	ZPRS9	\$366.89		\$100.00		\$466.89	\$23.34
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$22.00				\$22.00	\$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$62.00				\$62.00	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$15647.16		\$7882.54		\$23529.70	\$0.00
Total:				\$233654.70		(\$27.00)		\$233627.70	\$4107.81
Less Shaded Areas:								- 128,359.79	
								\$105,267.91	

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501


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STATE OF ARIZONA     )  
                                  ) ss:  
County of Gila         )

ANITA ESCOBEDO, being first duly sworn according to law,  
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of APRIL, 2013.

  
ANITA ESCOBEDO  
Clerk of the Superior Court  
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10<sup>TH</sup> day of MAY, 2013.

  
Deputy

**ARF-1866**

**Consent Agenda Item      3- N**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting Period:** April & May 2013

**Submitted For:** Marian  
Sheppard,  
Clerk, BOS

**Submitted By:** Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

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**Information**

**Subject**

April 30, 2013, May 7, 2013, and May 14, 2013, BOS Meeting Minutes

**Suggested Motion**

Approval of the April 30, 2013, May 7, 2013, and May 14, 2013, BOS meeting minutes.

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**Attachments**

BOS 4-30-13 Meeting Minutes

BOS 5-7-13 Meeting Minutes

BOS 5-14-13 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: April 30, 2013

**MICHAEL A. PASTOR**  
Chairman

**MARIAN E. SHEPPARD**  
Clerk of the Board

**TOMMIE C. MARTIN**  
Vice-Chairman

By: Marilyn Brewer  
Executive Assistant

**JOHN D. MARCANTI**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Marilyn Brewer, Executive Assistant; Laurie Kline, Deputy Clerk, and Bryan Chambers, Deputy Attorney Principal.

**Item 1 - Call to Order - Pledge of Allegiance**

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Bryan Chambers led the Pledge of Allegiance.

**Item 2 - REGULAR AGENDA ITEMS:**

**A. Presentation of information by the Globe-Miami Regional Chamber of Commerce to bring the concept of "Go Wild" to southern Gila County, in order to promote nature tourism.**

Ellen Kretsch, Globe-Miami Regional Chamber of Commerce Manager, introduced Rosalie Ayala of Noftsger Hill Inn and William Herrera, Director of the Southern Gila County Economic Development Corporation, who are two members of this committee. Ms. Kretsch stated that she was not making a request for any funds; this was just an informational presentation. She stated that the Globe-Miami Regional Chamber of Commerce (Chamber) is conducting this pilot program known as "Go Wild" because it is sitting on a gold mine in terms of hiking, biking, birding, and anything outdoor related. This program is being conducted in conjunction with the Arizona Office of Tourism, Arizona Game & Fish, the Arizona Watchful Wildlife Tourism Association, the Bureau of Land Management, the Southern Gila County Economic Development Corporation, the U.S. Forest Service and the Chamber. It is being promoted

through the local governments in the present phase along with several individuals. A package of information was provided to the Board, which is also available on the Chamber's website that shows where cycling, hiking, camping, rest areas, etc. are located around the Globe-Miami area. As areas are added, the website will contain all of the updated details. Ms. Kretsch stated that birding and watching the wildlife programs can bring in big money and she requested that Gila County support this program as it goes forward in terms of allowing brochures to be placed at the courthouse. The Chamber wants to ensure that all local business merchants are educated about this program, especially restaurants, gas stations, sporting goods stores, etc. so they can assist visitors coming into the area and particularly on providing directions to the Pinal Mountains. She stated that approximately 1.3 million people (1 million in state and 300,000 out of state) enjoy watching wildlife and do birding including photographers. According to 2006 numbers, these people spend \$840 million/year, which brings in additional employment of \$366 million, federal and state taxes, etc. for a total economic output of \$1.2 billion. Ms. Kretsch wanted to emphasize that this program is not anti-hunting and fishing as it all works together. She then provided a PowerPoint presentation to the Board, with included additional photographs, details and information. At the conclusion, she stated that the program will be expanding outside of the Globe-Miami area into Young and other areas. Eventually, it will be a countywide program. Each Supervisor commented that this program would be a great asset to the community. Supervisor Marcanti inquired if there is a similar program in Payson because it relies on tourism as a big part of the economy. Vice-Chairman Martin stated that Payson does have a smaller program called the Payson Area Trail System which includes a wildlife component. Vice-Chairman Martin stated that she believes all of the tourism-based efforts are recognizing how important this is to people. Chairman Pastor thanked Ms. Kretsch for her presentation.

**B. Information/Discussion/Action to adopt Resolution No. 13-04-03, the Gila County Multi-Jurisdictional Hazard Mitigation Plan 2011, for a period of 5 years from September 2011, through September 2016, for the purpose of supporting hazard mitigation planning activities in Gila County.**

Debra Williams, Deputy Director of Emergency Services, provided a PowerPoint presentation to the Board entitled "2011 Gila County Multi-Jurisdictional Hazard Mitigation Plan," which she noted is an update to the 2006 Mitigation Plan. The Robert Stafford Disaster Relief and Emergency Assistance Act was created by Congress to provide a means of assistance by the federal government to aid state and local governments to alleviate the impact of disasters on the population by identifying risks and hazards, developing and implementing comprehensive plans that improve preparedness, response,

recovery and mitigation activities and reducing or eliminating damage or loss to life, property and the economy. The Disaster Mitigation Act of 2000 was an amendment to the Stafford Act that defines requirements for all local, county and tribal governments to develop a hazard mitigation plan for their respective communities in order to be eligible to receive certain federal mitigation funds. The project is sponsored by the Arizona Department of Emergency Management with a matching grant award from the Federal Emergency Management Agency (FEMA). It was created in compliance with the Disaster Mitigation Act of 2000. The project resulted in single Jurisdiction Hazard Mitigation Plans for Gila County, the City of Globe, the Town of Payson and the Town of Hayden and were approved by FEMA in September 2006 and remained valid for 5 years. Ms. Williams stated that there were other jurisdictions that either didn't finish their plans on time or chose not to participate, which was an option and still is an option. Supervisor Marcanti inquired if that eliminated those jurisdictions from part of the process because he didn't see Winkelman or Star Valley included in the plans. Ms. Williams replied that it didn't eliminate them and this document can be updated at any time should any jurisdiction choose to build its own risk analysis and ask to have it adopted into this Plan. She stated that Star Valley did a plan, but it wasn't completed until 2007, so their plan is good until 2014 and that's why it is not included in the current update. The Town of Miami also has an active and current plan. Ms. Williams continued with the presentation stating that the 2011 Update was also sponsored by the Arizona Department of Emergency Management and was created as a Multi-Jurisdictional Plan with all jurisdictions being invited to participate in one plan. Letters of commitment to the plan were provided by Gila County, the City of Globe, the Town of Payson, the Town of Miami and the Town of Hayden. She stated that over the past 12 months, a planning team that included local, state and federal stakeholders held multiple agency meetings; public input was solicited; the completed plan was submitted to FEMA for preliminary review; and in 2012 FEMA returned a final determination of plan eligibility pending adoption by Gila County and all participating jurisdictions. Ms. Williams concluded her presentation by stating the benefits of participating in the plan, which included the following: 1) It is a whole community analysis of community hazards and risks; 2) it encourages whole community participation in preparedness, response, recovery and mitigation activities; and 3) the adoption of the plan maintains eligibility for certain federal and state mitigation funds that can assist with whole community activities. Upon inquiry by Chairman Pastor about mitigation funding, Ms. Williams stated that by having this plan in place, the jurisdictions are eligible to apply for hazard mitigation funding. Ms. Williams stated that she would be sending this plan to FEMA if the Board adopted the Resolution and noted that all of the other participating communities had passed it by their boards/councils as well. Vice-Chairman Martin requested a printed copy of the finalized plan so it would be available in her office for those residents who

did not have internet service. Ms. Williams agreed to provide a printed copy of the plan. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 13-04-03, the Gila County Multi-Jurisdictional Hazard Mitigation Plan 2011, for a period of 5 years from September 2011, through September 2016, for the purpose of supporting hazard mitigation planning activities in Gila County. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office)**

**C. Information/Discussion/Action to adopt Proclamation No. 2013-04 to proclaim May 2, 2013, as the National Day of Prayer in Gila County.**

Jerry Green, a resident of Payson, thanked the Board for the privilege of coming before it to request the adoption of this Proclamation on behalf of the National Day of Prayer for 2013. He stated that May 2, 2013, will be the 62<sup>nd</sup> annual National Day of Prayer and the theme will be "Pray for America." The National Day of Prayer was officially approved by Congress in 1952 and later President Reagan signed a Proclamation proclaiming the first Thursday in May as the National Day of Prayer across the nation. Mr. Green reviewed the individual events that would be held in Payson, Pine, and the Globe-Miami area, which will provide numerous opportunities within the county for people to celebrate this National Day of Prayer. He noted that the events he mentioned are all Christ-centered events, but people of any faith can have their own events as well. Each Board member thanked Mr. Green for continuing this yearly event. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2013-04 to proclaim May 2, 2013, as the National Day of Prayer in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office)**

**Item 3 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no requests to speak from the public.

There being no further business to come before the Board of Supervisors,  
Chairman Pastor adjourned the meeting at 10:38 a.m.

**APPROVED:**

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Michael A. Pastor, Chairman

**ATTEST:**

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Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: May 7, 2013

**MICHAEL A. PASTOR**  
Chairman

**MARIAN E. SHEPPARD**  
Clerk

**TOMMIE C. MARTIN**  
Vice-Chairman

By: Laurie J. Kline  
Deputy Clerk

**JOHN D. MARCANTI**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; and Marian Sheppard, Clerk of the Board.

ABSENT: Bryan B. Chambers, Deputy Attorney Principal.

**Item 1 - Call to Order - Pledge of Allegiance – Invocation**

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Stephen Cullen led the Pledge of Allegiance and Reverend Rula Colvin from the St. Paul's United Methodist Church in Globe, delivered the invocation.

**Item 2 - PRESENTATIONS:**

**A. Public recognition of one employee for April's "Spotlight on Employees Program, as follows: Tom Homan.**

Juley Bocardo-Homan, Human Resources Assistant, read aloud a letter submitted by Michael O'Driscoll, Health and Emergency Services Division Director, to recognize Tom Homan as April's recipient of the Spotlight on Employees Program award. The Board members congratulated and thanked Mr. Homan for his hard work and expertise.

**B. Presentation of Gila Community College's 2013-2014 fiscal year budget request to be considered for approval during Gila County's regular budget process.**



Dr. Larry Stephenson, President of the Gila Community College Board of Directors, addressed the Board via ITV from Payson. He extended an invitation to the Board of Supervisors to attend the College's graduation ceremonies in Globe and Payson. Dr. Stephenson acknowledged Patricia Burke, Dean/Advisor for the Gila Pueblo College in Globe and San Carlos College campus, and College Board members Sam Warhead and Tom Ressler. He stated that the funding being requested of Gila County will be used to provide for utility costs and repairs at the Globe, San Carlos and Payson College campuses.

Dr. Stephen Cullen, Senior Dean, Gila Community College, advised that there were 77 students who graduated this year, which was a record number. He then proceeded with a PowerPoint presentation which included an overview of the many programs that are offered at the College. He added that the College is working with Freeport McMoRan on developing a new medical billing and coding program. He gave recognition to Gila County for its partnership with the College in establishing the regional training center, which is the cornerstone of the workforce development programs. Dr. Cullen stated that other colleges have visited the regional training center to learn more about the partnership that was formed between the College and the County in hopes of establishing their own training centers. He reviewed and acknowledged all of the College partners. In ending his presentation, Dr. Cullen advised that College's budget for this fiscal year is \$6.3M and he requested the County's continued financial assistance as provided in the past to ensure that these important programs continue to be provided. Each Board member thanked Dr. Stephenson and Dr. Cullen for the presentation. Jerry Ellison, news reporter for KQSS radio station, inquired as to the results of a physical therapy survey the College sent out to which Dr. Cullen replied.

For the record: Samuel I. Moorhead of Globe, submitted a "Public Participation Form" in favor of this agenda item.

**C. Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2013-2014 fiscal year budget request to be considered for approval during Gila County's regular budget process.**

Jim Sprinkle, Ph.D., University of Arizona Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, provided the 2012 Annual Report and Gila County Cooperative Extension budget request for 2013 in a PowerPoint presentation. Dr. Sprinkle reviewed the history of agricultural education and he stated that Cooperative Extension was established in 1914. Cooperative Extension services are a partnership with the federal government, the land grant university in each state, and the local governments in which they serve. The Board of Supervisors appoints the advisory board, provides office space and utilities for Cooperative Extension, and has responsibility for

either revising or approving the funding requests that are submitted each fiscal year. Dr. Sprinkle advised that Cooperative Extension stays connected to its stakeholders and clientele by conducting needs assessments and surveys. Focus groups are formed in each county to address critical issues based on the information that has been gathered. Focus group meetings are held in all Arizona counties and a meeting will be held in Globe in June or July 2013. An invitation was extended to the Board of Supervisors to nominate a member of the Board to serve on the focus group.

Some of the critical issues that were addressed in 2012 are as follows: In 2001 a grant was obtained for the "Reading the Range Monitoring Program"; data was collected on allotments in the Tonto National Forest that show growth from 100,000 acres in 2001 to 1.23 million acres in 2012, and approximately half of the allotments within the Tonto National Forest are participating in this program. Dr. Sprinkle stated, "We've been able to document ecological changes on the ground." The data that has been collected is being integrated in NEPA (National Environmental Policy Act) decision documents. Chris Jones, Extension Agent, is leading a national effort to provide education about the impacts of climate changes. Gila County is ranked 15<sup>th</sup> out of 15 counties for family health issues. In 2012, a grant was obtained from the Supplemental Nutrition Assistance Program Education Grant, SNAP ED, to help provide nutritional education. The Globe-Miami Farmer's Market helps this effort by providing nutritional foods; and will be open from June 8<sup>th</sup> through October 5<sup>th</sup> this year. On the San Carlos Reservation, nutrition, obesity and diabetes are issues; through the "People's Garden Grant Program" demonstration, education and gardens have been established at five locations on the reservation. He further stated, "In 2013, Arizona 4-H will be 100 years old. We have expanded our education beyond the traditional club programs. We do school enrichment programs. We reached 1,000 kids in 2012 from several locations in the County." Dr. Sprinkle also stated that 5 percent of Cooperative Extension's annual funding is provided by Gila County, and it is critical to their operations because the State no longer provides operational dollars; only the salaries are provided. He stated, "Last year we brought in 4.65 times as much grant money as we received in budget from Gila County."

Vice-Chairman Martin thanked Dr. Sprinkle and stated that the data from the "Reading the Range Monitoring Program" is useful in conversations with the Forest Service. Supervisor Marcanti thanked Dr. Sprinkle for the information. Chairman Pastor thanked Dr. Sprinkle for the presentation and noted that the Cooperative Extension programs are very beneficial to the County.

### **Item 3 - REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to approve a temporary decrease in the cost of wastewater certification classes from \$100 to \$50 for the year ending December 31, 2013.**

Robert Gould, Community Development Division Director, stated that there is a correction to the staff report. The wastewater certification classes are no longer a two-day program; they are now a one-day program. Messenger's Funeral Home in Payson is providing the training space free of charge. Mr. Gould stated that the reduction in the fee will assist local contractors in obtaining wastewater certification. Chairman Pastor inquired if reducing the fees would allow County employees time to do other work. Mr. Gould replied "yes" and he added that the development activity by local contractors is down approximately 50 percent. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved a temporary decrease in the cost of wastewater certification classes from \$100 to \$50 for the year ending December 31, 2013.

**B. Information/Discussion/Action to approve Funding Agreement No. 309-13 between the Arizona Department of Housing (ADOH) and Gila County Community Action/Housing Services, whereby ADOH will provide funding in the amount of \$440,000 to be used to provide owner occupied housing rehabilitation to eligible residents residing in Gila County effective on the date of execution by ADOH through April 15, 2015.**

Malissa Buzan, Community Services Division Director, requested approval of Funding Agreement No. 309-13 stating that the Arizona Department of Housing will provide housing rehabilitation, not to exceed \$50,000 per house, for eight low-income families throughout the County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Funding Agreement No. 309-13 between the Arizona Department of Housing (ADOH) and Gila County Community Action/Housing Services; whereby ADOH will provide funding in the amount of \$440,000 to be used to provide owner occupied housing rehabilitation to eligible residents residing in Gila County effective on the date of execution by ADOH through April 15, 2015.

**C. Information/Discussion/Action to adopt Resolution No. 13-05-01, which declares continued support to maintain the projects described in the Arizona Department of Transportation's 2014-2018 Five-Year Transportation Facilities Construction Program as reconstruction and lane additions to U.S. 60, the Silver King and Superior Street sections, to begin no later than FY 2015.**

Steve Stratton, Public Works Division Director, explained that one of his assignments has been lobbying the Arizona Department of Transportation's (ADOT's) Board for specific projects for Gila County. The County has been successful in the past with projects such as Gonzales Pass on U.S. Highway 60. The Silver King and Superior Street project would be the last segment to finish U.S. Highway 60 to Superior as this portion of highway is exceedingly dangerous and it is hazardous for travelers. Mr. Stratton reviewed the history

of accidents and trucking movement since Gonzales Pass was completed. The design plans for this project are 60 percent complete and will be ready to bid in February 2014. Mr. Stratton advised that Pinal County adopted a similar resolution and Freeport McMoRan sent a letter to each ADOT Board member, which addressed the amount of semi-truck traffic on this portion of highway and requested the ADOT Board's support of this project. Vice-Chairman Martin asked if there is a similar effort being made for the Lion Springs project to be in this program. Mr. Stratton replied that the Lion Springs project would be addressed in the next agenda item. Vice-Chairman Martin expressed concern that both projects need be included in this current ADOT Five-Year Transportation Facilities Construction Program. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 13-05-01. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**D. Information/Discussion/Action to authorize Public Works to move forward in working on an agreement with the Arizona Department of Transportation (ADOT) with regard to a cash match requirement in the amount of \$2.4 million utilizing the County's Half-Cent Transportation Excise Fund for a \$40 million grant application that ADOT has submitted to the Federal Highway Administration in order for ADOT to design and build the Lion Springs project.**

Mr. Stratton showed an aerial photo of the proposed Lion Springs project, which would complete the divided highway on Highway 260 from Heber to Star Valley. He advised that Yavapai County has been very successful using its half-cent transportation excise fund to match grant funds with ADOT. ADOT has applied to the Federal Highway Administration for a \$40 million grant of which the cash match requirement is 6 percent or approximately \$2.4 million. Mr. Stratton suggested that it is in the best interest of Gila County citizens to use the County's Half-Cent Transportation Excise Fund to provide the \$2.4 million match requirement for this grant and he reviewed the applicable statute. If ADOT is not successful with this year's application, Mr. Stratton recommended that the County commit to a co-agency application next year between Gila County and ADOT to the Federal Highway Administration for this same grant.

If the Board takes this action, Vice-Chairman Martin inquired if the Lion Springs project would be included in ADOT's Five-Year Transportation Facilities Construction Program. Mr. Stratton replied, "I've asked for it to be in the Five-Year Plan; I believe this would give us a slot in the fifth year of the Five-Year Plan. The reason being in the fifth year is because it takes that long to do the design and move forward." Vice-Chairman Martin wanted assurance that Navajo and Apache Counties will support Gila County in this effort. Supervisor Marcanti commented that this would be a worthwhile project to

show taxpayers how the half-cent sales tax could be used to benefit the County.

Chairman Pastor asked if ReSEED is working on this project. Mr. Stratton advised that ReSEED is working on “Scenario B” of ADOT’s Five-Year Transportation Facilities Construction Program to include both the Lion Springs and Silver King projects. Chairman Pastor restated that this is a \$40 million project that ADOT is applying to the Federal Highway Administration and the County would provide the match. Mr. Stratton explained that the match portion would be \$6.4 million and if the County doesn’t pay it, ADOT would have to pay the difference. Mr. Stratton made it clear that there are no assurances that this project will be included in ADOT’s Five-Year Plan.

Vice-Chairman Martin made a motion to authorize Public Works to move forward in working on an agreement with the Arizona Department of Transportation (ADOT) with regard to Gila County agreeing to provide a cash match requirement in the amount of \$2.4 million utilizing the County's Half-Cent Transportation Excise Fund for a \$40 million grant application that ADOT has submitted to the Federal Highway Administration in order for ADOT to design and build the Lion Springs project. After a brief discussion, Vice-Chairman Martin added language to her motion to state that if ADOT is unsuccessful this year in obtaining this grant funding, Gila County will commit to a co-agency application next year between Gila County and ADOT to the Federal Highway Administration for this same grant with the understanding that “Scenario B” will be put into ADOT’s Five-Year Transportation Facilities Construction Program. Supervisor Marcanti seconded the motion, which was unanimously approved by the Board.

**E. Information/Discussion/Action pursuant to A.R.S. §11-254.04 to find that to assist in annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and to authorize Public Works to supply requested equipment with Gila County operators for the Gila County Cattle Growers Association's annual yearling auction/sale.**

Mr. Stratton stated that the County Manager received a letter asking for the County’s help with dust control and initial blading of the road that enters/exists the location of the Gila County Cattle Growers Association’s annual yearling auction/sale. Mr. Stratton is in support of this request with the provision that Gila County employees will operate County equipment on their personal time. He advised that some County employees will be attending the auction sale. Brent Cline has taken vacation time to attend the sale, and he has volunteered to operate the County equipment. The only County time used will be the initial blading and delivering of the water truck. Chairman Pastor asked if the equipment is available for use during that time and not needed on

other County projects to which Mr. Stratton said “yes.” Vice-Chairman Martin stated that the County has helped the Cattle Growers in this regard for years and she approves. She asked for an explanation as to the difference between helping the Cattle Growers with this request and helping the Chamber with their request to borrow County tables and chairs. Chairman Pastor also expressed that same concern and he deferred to Don McDaniel, County Manager. Mr. McDaniel explained that Gila County has a long history of assisting this organization in bringing the economic development function of this yearling sale each year. He stated, “Utilizing County forces on their own time to do this is a little different, I believe, than lending out various types of County equipment, whether it be chairs, tables, computers, cars, trucks or whatever... If the Board determines that this is an inappropriate use of County resources and is inconsistent with our practice of denying other people what they consider similar requests, then that would be the Board’s decision, but it just occurred to me that this had a little different approach than those other requests because we get those all the time.”

Chairman Pastor stated that in the past the County has helped the Town of Miami and the City of Globe for economic development grants. He wants the County to have a policy with clear guidelines, as this has been one of the biggest issues the County has had to face over the last four years. Chairman Pastor also asked that Mr. McDaniel schedule this issue on a Board work session for further discussion.

Supervisor Marcanti stated that he believes that this request does fall under economic development. Additionally, he added that the Cattle Growers raise millions of dollars during this sale and the sales tax to the County is in the thousands of dollars and he wants the County to show some support to these cattle ranchers.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the Public Works Division to supply the requested equipment and operators in order to assist the Gila County Cattle Growers Association with its annual yearly auction/sale, which is an economic development activity.

**F. Information/Discussion/Action to approve a Small Government Enterprise License Agreement with Environmental Systems Research Institute.**

Mr. Stratton and Tom Homan, GIS System Analyst Senior, provided background information on the Environmental Systems Research Institute software. Mr. Stratton stated that there are eight counties using ESRI software and two counties that are evaluating it, Gila and Mohave. The cost per seat would be \$48,000 if purchased separately and the three-year contract is \$164,400. The County elected offices/departments that have identified a need

and would benefit from using ESRI software are the Assessor, Recorder, Treasurer, Sheriff's Office, Public Works, Community Development, Health and Emergency Management, and Elections. The cost to each elected office/department would be \$6,850. Mr. Homan explained how the software provides better visibility and understanding; also that purchasing the ESRI software would be cost effective and facilitate better data collection and responsiveness than the software currently being used by the County.

Chairman Pastor asked if all of the above named elected office/departments are in agreement of this purchase to which Mr. Homan replied they are all in agreement. He has the original contract agreements along with the all of the fund codes for the initial eight departments for submission to the Finance Department. The contract also allows for the software to be installed throughout the County. Chairman Pastor asked if the network would become overloaded to which Mr. Homan replied that he didn't foresee a problem, and he added that this software is similar to the New World financial accounting system software.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved a Small Government Enterprise License Agreement with Environmental Systems Research Institute.

**G. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 110812-1 Re-Bid for the purchase of chips, ABC, and asphalt for the Copper Region; award the chips and ABC portion of Invitation for Bids No. 110812-1 Re-Bid to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.**

Dana Hlavac, Interim Finance Division Director, stated that this Invitation for Bids was originally issued as a single bid for the purchase of chips, ABC, and asphalt. There were two responses to the bid; however, only Cemex responded to the ABC portion of the bid, and the other bidder was lower, so two contracts will be awarded; one contract for the purchase of chips and ABC, and one contract for the purchase of asphalt. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously awarded a contract for Invitation for Bids No. 110812-1 Re-Bid to Cemex for the purchase of the chips and the ABC portion of the bid for the Copper Region at a cost of \$14.00 per ton FOB plant or \$20.25 per ton delivered for 3/8" chips, and \$9.00 per ton FOB plant or \$15.25 per ton delivered for the ABC; and authorized the Chairman's signature on the award contract.

**H. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 110812-1 Re-Bid for the purchase of chips, ABC, and asphalt for the Copper Region; award the asphalt, FOB plant portion, of Invitation for Bids No. 110812-1 Re-Bid to the lowest, responsible and**

**qualified bidder under Contract No. 050713 with the understanding that Gila County intends to get quotes on the trucking from Mesa Materials and Payson Concrete, at the time we purchase the asphalt, to assure we have the lowest delivered price available at that time; and authorize the Chairman's signature on the Award Contract for the winning bidder.**

Mr. Hlavac explained that this agenda item is to award a contract for the purchase of asphalt under Invitation for Bids No. 110812-1 Re-Bid and he advised that this bidder was lower on the asphalt portion of the Invitation for Bids. He said, "We are only accepting the FOB price on this as Public Works will bid transportation depending on market prices at the time."

Vice-Chairman Martin made a motion to award a contract to both Mesa Materials and Payson Concrete for Invitation for Bids No. 110812-1 Re-bid for the purchase of chips, ABC, and asphalt for the Copper Region; award the asphalt, FOB plant portion, of Invitation for Bids No. 110812-1 Re-Bid to the lowest, responsible and qualified bidder under Contract No. 050713 with the understanding that Gila County intends to get quotes on the trucking from Mesa Materials and Payson Concrete, at the time we purchase the asphalt, to assure we have the lowest delivered price available at that time; and authorize the Chairman's signature on the award contract for the winning bidder, which was seconded by Supervisor Marcanti. Chairman Pastor allowed for further discussion.

Mr. Hlavac stated that Mr. Stratton, Public Works Division Director, had a point of clarification.

Mr. Stratton stated that the manner in which the motion was made sounded as if the trucking quotes would only come from Mesa Materials or Payson Concrete. He clarified that the County will also include independent trucking companies, not just those two material companies. He further clarified that the Copper Region bid is not solely awarded to Mesa Materials; the County can get quotes from either company, and independent trucking companies as well.

Chairman Pastor called for the vote. The motion was unanimously approved.

**I. Information/Discussion/Action to consider the following reappointments to the Industrial Development Authority Board of Directors for an additional six years, as follows: Fred Barcon (05/08/13-05/07/19), William A. Byrne (05/15/13-05/14/19), Gerald Kohlbeck (05/14/13-05/13/19) and Mickie Nye (05/15/13-05/14/19); and to acknowledge the resignation of Mark Marcanti from said Board and consider candidates that would be willing to fulfill Mr. Marcanti's unexpired term of office through January 19, 2016.**



Don McDaniel, County Manager, advised that the Board of Supervisors is responsible for appointing members to the Industrial Development Authority (IDA) when there is a vacancy on the Board even though the IDA is a totally separate legal entity.

Chairman Pastor acknowledged the letter of resignation submitted by Mark Marcanti, and stated that the Board of Supervisors would be seeking a person who would be willing to serve on this Board. He advised that when a person has been found to serve on this Board, the appointment would be placed on a future Board meeting agenda.

Vice-Chairman Martin expressed concerns that the process has changed as she recalled in the past each Board member nominated 3 members to sit on the IDA Board which is comprised of 9 members. She wanted that process to continue. She questioned the length of the term of office, which is six years, and if anyone had verified if these Board members agreed to serve another term of office. She also noted that several of the Board members have served on this Board for a long time and if there needs to be “new blood” on the Board. She also feels that at the time the Board is considering reappointing a member, the Board should consider the member’s previous term(s) of office to determine if that member contributed to any accomplishments while serving on the Board.

Mr. McDaniel stated that the Clerk of the Board is knowledgeable regarding this Board and he asked her to comment. Marian Sheppard, Clerk of the Board, provided the following information: A couple of years ago the County Manager, on behalf of the Board of Supervisors, asked staff to compile information on all the boards, commissions and committees (BCCs) of the Board of Supervisors, to include applicable statutes, bylaws, etc. All of the information for each BCC was placed in a binder and given to each Board member. The next step in the process was that Mr. McDaniel conducted a review of each BCC with the Board during numerous work sessions. The review included the legal basis for establishment, membership meeting schedule, funding sources, significant actions and accomplishments, etc.

With regard to Vice-Chairman Martin’s questions and concerns, Ms. Sheppard advised that upon review of the appointment designations for the IDA, it was noted on the membership list that members are appointed by the Board of Supervisors from the “County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee”, so the membership list was changed and it no longer states that the member represents a certain Supervisor/Supervisorial District. Ms. Sheppard stated that currently there isn’t a County policy or process in place which states that IDA members are to be recommended by individual supervisors to have equal representation of their supervisorial districts. She then advised that the six-year term of office is a statutory requirement. She also referenced a letter from William Long, Vice-President of the IDA, which

states that Fred Barcon and Gerald Kohlbeck would like to serve another term of office.

After a brief discussion, it was decided to table this item to a future work session. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously tabled this item to be scheduled for the next scheduled work session.

**J. Information/Discussion/Action to acknowledge Ronnie McDaniel's resignation from the Gila County Planning and Zoning Commission (Commission) effective February 22, 2013, and appoint Dawn Brunson to the Commission to complete the term vacated by Ronnie O. McDaniel, effective May 7, 2013, through December 31, 2015; and to appoint Ray Jones to fill a vacancy, effective May 7, 2013, through December 31, 2016; and further to reappoint Mary Lou Myers effective January 1, 2013, through December 31, 2016.**

Mr. McDaniel stated, "In light of the previous item, we may want to table this item to a work session to talk about it and make sure this Board is doing the work we want done." Supervisor Marcanti stated that he didn't have any concerns with this agenda item, so he recommended that the Board take an action on this item. Vice-Chairman Martin also agreed that this agenda item is very straightforward.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously acknowledged Ronnie McDaniel's resignation from the Gila County Planning and Zoning Commission (Commission) effective February 22, 2013, and appointed Dawn Brunson to the Commission to complete the term vacated by Ronnie O. McDaniel, effective May 7, 2013, through December 31, 2015; and appointed Ray Jones to fill a vacancy, effective May 7, 2013, through December 31, 2016; and further reappointed Mary Lou Myers effective January 1, 2013, through December 31, 2016.

**K. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Draft Environmental Impact Statement Salt River Allotments Vegetative Management Project.**

Jacque Griffin, Assistant County Manager/Librarian, described the reasons for issuing an official comment letter from the Board of Supervisors in order for the Tonto National Forest to consider two points of interest, the monitoring issues and recognition of the "Reading the Range Monitoring Program" established by the University of Arizona; also that they be bound by the findings of the monitoring board.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the issuance of an official comment letter from the Board of Supervisors to the Tonto National Forest regarding the Draft Environmental Impact Statement Salt River Allotments Vegetative Management Project.

**L. Information/Discussion/Action to agree to host the 2014 County Supervisors Association (CSA) Legislative Summit on October 14-16, 2013, in Payson, Arizona, and instruct the host committee to organize the events in conjunction with CSA.**

Chairman Pastor deferred this item to Vice-Chairman Martin, who provided information regarding the County Supervisors Association's (CSA) Legislative Summit to be held October 14-16, 2013 in Payson. She advised that Sherry Grice, Jacque Griffin, Janice Cook and Cheryl Sluyter met with Penny Adams and Yvonne Ortega of CSA to start the planning process for the summit. The headquarters will be at the Mazatzal Hotel and Casino the other two hotels near there are Mountain Majestic Inn and Best Western. The County will be receiving a budget which will outline Gila County's expected costs, in addition to being responsible for the second night's dinner cost and for getting sponsors. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved hosting the 2014 County Supervisors Association (CSA) Legislative Summit on October 14-16, 2013, in Payson, Arizona, and instructed the Host Committee to organize the events in conjunction with CSA.

**M. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 302-60-193.**

Marian Sheppard, Clerk of the Board, provided background information and explained that the County's sealed bid process allows one exception to the requirement that a bidder must submit a bid amount of no less than the total lien amount. A bidder may submit a bid less than the total lien amount if at the time they submit their bid to the Clerk of the Board, they can provide written proof of ownership of land which adjoins the parcel of land for which a bid is being submitted. At the time the sealed bid is presented to the Board of Supervisors, the Board may consider accepting a bid that is lower than the total lien amount. Ms. Sheppard stated that she received a sealed bid for the purchase of Assessor's tax parcel number 302-60-193; it is located in Houston Creek Landing in Payson and is a drainage area. The bidder provided proof of adjoining property. The total lien amount on this property is \$873.38. Ms. Sheppard opened the sealed bid and stated that the bid received was from Diana M. Connolly in the amount of \$50.00.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted the bid of \$50.00, from Diana M. Connolly for the purchase of Assessor's tax parcel number 302-60-193.

**N. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 208-11-017.**

Ms. Sheppard stated that the County has in place a process to review bids for the purchase of state-owned land that has been deeded by the County Treasurer to the State of Arizona for non-payment of taxes. These are properties that didn't sell at the Board's previous annual tax deeded land auctions. Ms. Sheppard stated that she received a sealed bid for the purchase of Assessor's tax parcel number 208-11-017, which is located at 111 Central Avenue in Globe and it contains a dilapidated house. The total lien amount on this property is \$5,981.47. Ms. Sheppard opened the sealed bid and stated that the bid received was from Roland Taverner in the amount of \$5,981.47, the total lien amount.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted the bid of \$5,981.47 from Roland Taverner for the purchase of Assessor's tax parcel number 208-11-017.

**Item 4 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval of Amendment No. 5 to Contract No. 0010-0444 between the Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V (PGCSC), and the Gila County Division of Community Services, Community Action Program/Housing Services, whereby PGCSC will allocate funding in the amount of \$10,623 to provide minor home repairs to eligible citizens residing in Gila County, effective on the date of the last signature through June 30, 2013.**

**B. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS13-028437) in the amount of \$105,000 that is between Gila County and the Arizona Department of Health Services changing the Price Sheet section of the contract effective January 1, 2013, to provide maternal, infant, and early childhood home visiting services through July 31, 2017.**

**C. Approval of the renewal of Intergovernmental Agreement Contract No. GRA-RC004-13-0556-01 between Gila County and First Things First in the amount of \$190,000 to continue to provide the Healthy Steps Program services for the period of July 1, 2013, through June 30, 2014.**

**D. Approval of three (3) Applications for Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet for special events during the months of May, June and July 2013.**

**E. Approval of the Gila County Rodeo Committee's request to use the exhibit hall and the rodeo arena for the Rodeo Sponsor Dinner on May 9, 2013, and the Copper Dust Stampede Rodeo, May 10th and 11th, 2013, with a waiver of fees.**

**F. Approval of a request by the Payson Rodeo Committee, a non-profit organization, for the use the Payson Court Complex grounds for a Chili Cook-Off on September 14, 2013, from 8:00 a.m. to 6:00 p.m.**

**G. Acknowledgment of the resignation of Mr. J.P. "Buddy" Rice from the Rim Trail Domestic Water Improvement District Governing Board and the appointment of Dick Johns to complete Mr. Rice's term which expires December 31, 2016.**

**H. Acknowledgment of the membership changes for the Local Board of the Public Safety Personnel Retirement System (PSPRS), as follows: 1) Jim Eskew's and Michael Fane's expiration of their terms of office effective December 31, 2012; and 2) the election of Karl Schupert, represented as a member on the PSPRS Local Board, effective February 15, 2013, to February 14, 2017.**

**I. Approval to appoint Don E. McDaniel, Jr., County Manager, to serve as a Trustee representing Gila County on Arizona Counties Insurance Pool's Board of Trustees and Linda Eastlick, Human Resources Director, as an Alternate Trustee.**

**J. Acknowledgment of the March 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**K. Acknowledgment of the March 2013 monthly activity report submitted by the Recorder's Office.**

**L. Acknowledgment of the March 2013 monthly activity report submitted by the Payson Regional Constable's Office.**

**M. Acknowledgment of the March 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**N. Approval of the April 16, 2013, BOS meeting minutes.**

**O. Acknowledgment of the Human Resources reports for the weeks of April 2, 2013, April 9, 2013, April 16, 2013, April 23, 2013 and April 30, 2013.**

**APRIL 2, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. Judy Smrdel – Recorder’s Office – Office Supervisor – 03/19/13 – General Fund – DOH 05/24/00 – Resignation
2. Raymond Geiser – County Attorney’s Office – Deputy County Attorney Sr. – 04/05/13 – General Fund – DOH 09/20/06 – Resignation
3. Sandra Yoder – Probation – Administrative Clerk Sr. – 03/26/13 – Juvenile Intensive Probation Supervision Fund – DOH 11/17/08 – Resignation
4. Jeanette Shapiro – Sheriff’s Office – 911 Dispatcher (Inmate Counselor) – 02/28/13 – General Fund – DOH 07/05/13 – Resignation
5. Nyokia Goklish – Sheriff’s Office – 911 Dispatcher – 04/05/13 – General Fund – DOH 01/30/12 – Resignation

**HIRES TO COUNTY SERVICE:**

6. Tracy Hamilton – Health Services – Administrative Clerk Sr. – 04/04/13 – Health Service Fund – Replacing Valerie Hereford

**TEMPORARY HIRES TO COUNTY SERVICE:**

7. Paul Larkin – Payson Regional Justice Court – Judge Pro-Tem – 04/01/13 – General Fund
8. Ronnie McDaniel – Payson Regional Justice Court – Judge Pro-Tem – 04/01/13 – General Fund
9. Stephanie Chaidez – Finance – Temporary Accounting Clerk – 03/25/13 – General Fund

**DEPARTMENTAL TRANSFERS:**

10. Linda Eastlick – From Elections – To Human Resources – From Elections Director – To Human Resources/Risk Management Director – 03/21/13 – General Fund

**END PROBATIONARY PERIOD:**

11. Stephen Shaw – County Attorney’s Office – Chief Detective – 04/22/13 – General Fund
12. Valerie Hereford – County Attorney’s Office – Legal Secretary Sr. – 04/22/13 – General Fund
13. Tracy Stone – County Attorney’s Office – Legal Secretary – 02/09/13 – Attorney’s Justice Enhancement Fund

**APRIL 9, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. Erin E. Maupin – County Attorney’s Office – Deputy Attorney Sr. – 04/08/13 – Drug Prosecution Grant Fund – DOH 12/22/11 – Resignation
2. Roland Valencia – Probation – Juvenile Detention Officer – 03/17/13 – General Fund – DOH 11/01/00 – Abandonment of Position
3. Nancy Holland – Community Services – Community Services Worker – 03/25/13 – GEST Fund – DOH 12/22/11 – Resignation

4. Karen Rork – Health Services – Administrative Clerk – 02/15/13 – General Fund – DOH 11/05/12 – Resignation
5. Sine Scott – Community Development – Engineering Technician – 05/17/13 – General Fund – DOH 02/23/04 – Retirement

HIRES TO COUNTY SERVICE:

6. Marion F. Faubush – Public Works – Building and Grounds Maintenance Worker – 04/11/13 – General Fund – Replacing Howard Gallion

TEMPORARY HIRES TO COUNTY SERVICE:

7. Manuel Casillas – Board of Supervisors – Temporary Laborer – 04/15/13 – General Fund/Constituent Services District II Fund
8. Curtis Johnson – Board of Supervisors – Temporary Laborer – 04/15/13 – General Fund/Constituent Services District II Fund
9. Ernest Salcido – Board of Supervisors – Temporary Laborer – 04/15/13 – General Fund/Constituent Services District II Fund
10. David Oropeza – Board of Supervisors – Temporary Laborer – 04/15/13 – General Fund/Constituent Services District II Fund
11. Don Calender – Payson Regional Justice Court – Judge Pro-Tem – 01/01/13 – General Fund

PROMOTION:

12. Jennifer Alvarez – Finance – From Buyer – To Procurement Administrator – 04/01/13 – General Fund

END PROBATIONARY PERIOD:

13. Samantha Jerome – Health Services – Staff Nutritionist – 01/16/13 – WIC Fund
14. Jessica Madrid – Probation – Public Health Nurse – 03/29/13 – General Fund
15. Marc Stanley – County Attorney's Office – Deputy Attorney Principal – 04/22/13 – General Fund
16. Rita E. Lewis – Globe Regional Justice Court – Justice Court Clerk Associate – 12/29/12 – General Fund

POSITION REVIEW:

17. Marian Sheppard – Board of Supervisors – Clerk of the Board – 04/02/13 – General Fund – Change in title from Chief Deputy Clerk of the Board to Clerk of the Board

REQUEST PERMISSION TO POST:

18. Superior Court General – Calendar Administrator – Position Vacated by Susan Williams
19. Finance – Buyer – Position Vacated by Jennifer Alvarez
20. Information Technology – Systems & Network Communication Analyst – Position Vacated by Tyler Solberg
21. Finance – Finance Director – Position Vacated by Joe Heatherly

**APRIL 16, 2013**

DEPARTURES FROM COUNTY SERVICE:

1. Tyler Solberg – Information Technology – Systems & Network Communications Analyst – 04/26/13 – General Fund – DOH 06/26/06 – Resignation
2. Angelita Mendoza – Sheriff's Office – Administrative Clerk – 04/12/13 – General Fund – DOH 09/21/09 – Resignation
3. Angela L. Garcia – Sheriff's Office – Public Health Nurse – 04/01/13 – General Fund – DOH 04/01/13 – Declined offer of employment
4. Marion Barefoot – Finance – Accountant Sr. – 04/08/13 – General Fund – DOH 12/27/12 – Unsuccessful completion of probationary period
5. David Luhm – Sheriff's Office – I.T. Administrative Support Technician – 04/19/13 – General Fund – DOH 03/12/12 – Resignation

HIRES TO COUNTY SERVICE:

6. Jaime Romero – Probation – Deputy Probation Officer II – 04/18/13 – Adult Intensive Probation Supervision Fund – Replacing Mark Joerns
7. Sonia Yanez – Health Services – Healthy Steps Coordinator – 04/24/13 – Healthy Steps Fund – Grant funded position
8. Janet Ostrom – Community Services – Community Services Worker – 04/18/13 – GEST Fund – Replacing Valerie Kaufman
9. David Luhm – Information Technology – I.T. Administrator & Support Sr. – 04/09/13 – General Fund – Replacing Tyler Solberg

DEPARTMENTAL TRANSFERS:

10. Jerry Farr – Public Works – From Construction Project Manager – To Temporary Construction Program Manager – 02/14/13 – Public Works Fund
11. David Rogers – Elections – From Elections Specialist – To Interim Elections Director – 04/04/13 – General Fund

OTHER CHANGES:

12. Clint Lyman – Probation – Juvenile Detention Officer – 03/26/13 – General Fund – Correction of employee start date from 03/21/13 as listed on a previously submitted Payroll Authorization to 03/26/13
13. Mark Joerns – Probation – Deputy Probation Officer II – 04/18/13 – General Fund – Change in Fund Code and Position Control Number
14. Robin Miller – County Attorney's Office – Legal Secretary – 04/15/13 – General Fund – Change in Fund Code and Position Control Number
15. Nathaneal Cutter – Public Works – Automotive Mechanic – 11/26/12 – Waste Tire Fund – Change in Fund Code
16. Dana Lindsey – County Attorney's Office – Detective – 04/08/13 – General Fund – Change in Fund Code

REQUEST PERMISSION TO POST:

17. Community Services – Temporary Community Services Worker – Position Vacated by Nancy Holland
18. Finance – Accountant Sr. – Position Vacated by Marion Barefoot
19. Sheriff's Office – Public Health Nurse – Position Vacated by Anjanette Bolinger
20. Sheriff's Office – Administrative Clerk – Position vacated by Angelita Mendoza



21. Community Development – Floodplain Coordinator – Position Vacated by Carlos Ozuna
22. Information Technology – Information Technology Director – Position Vacated by Darryl Griffin

### **APRIL 23, 2013**

#### **DEPARTURES FROM COUNTY SERVICE:**

1. Hazel Dillon – Assessor's Office – Chief Deputy Assessor – 05/22/13 – General Fund – DOH 04/02/86 – Retirement

#### **HIRES TO COUNTY SERVICE:**

2. Deborah A. Hunsaker – Sheriff's Office – 911 Dispatcher – 05/06/13 – General Fund – Replacing Jessica Cruz
3. Sean M. Bowyer – Sheriff's Office – Detention Officer – 04/29/13 – General Fund – Replacing Christian Williams
4. Joseph R. Bramlet – Sheriff's Office – Detention Officer – 04/29/13 – General Fund – Replacing Michael Cruz
5. Melinda A. Elmore – Sheriff's Office – 911 Dispatcher Relief – 04/29/13 – General Fund – Replacing Kayla Porter
6. Carolyn Bartling – Information Technology – Systems & Network
7. Communications Analyst – 04/29/13 – General Fund – Replacing Tyler Solberg

#### **DEPARTMENTAL TRANSFERS:**

8. Christine J. Duarte – Sheriff's Office – From Detention Officer (Sgt.) – To Detention Officer (Lt.) – 04/29/13 – General Fund
9. Jillian R. Velarde – From Globe Regional Justice Court – To Clerk of the Superior Court – From Justice Court Clerk Associate – To Court Clerk – 05/06/13 – General Fund

#### **END PROBATIONARY PERIOD:**

10. Amber Campbell – School Superintendent – Accounting Clerk – 04/01/13 – General Fund
11. Dustin Hawkins – Probation – Juvenile Detention Officer – 04/12/13 – General Fund
12. Victoria Sanchez – School Superintendent – Administrative Assistant – 04/15/13 – General Fund

#### **REQUEST PERMISSION TO POST:**

13. County Attorney's Office – Paralegal – Replaces vacant Detective position
14. County Attorney's Office – Paralegal Sr. – Replaces vacant Legal Secretary Lead position and vacant Legal Secretary Sr. position
15. Health Services – Accounting Clerk – Replaces vacant Community Health Assistant position
16. Health Services – Community Health Assistant Sr. – Grant Funded position

### **APRIL 30, 2013**

#### **DEPARTURES FROM COUNTY SERVICE:**

17. Manuel Casillas – Board of Supervisors – Temporary Laborer – 04/17/13 – General Fund/Constituent Services District II Fund – DOH 04/15/13 – Termination

HIRES TO COUNTY SERVICE:

18. Kristen Sharifi – County Attorney’s Office – Deputy Attorney Sr. – 05/06/13 – General Fund – Replacing Raymond Geiser

19. Lauren Ramirez – County Attorney’s Office – Deputy Attorney – 05/06/13 – General Fund – Replacing Wendy McHood

20. James I. Mitchell – County Attorney’s Office – Deputy Attorney Sr. – 05/06/13 – Drug Prosecution Grant Fund – Replacing Erin E. Maupin

21. Paul D. Miller – County Attorney’s Office – Paralegal Sr. – 05/01/13 – Attorney’s Justice Enhancement Fund – Replacing Barbara Shepherd & Brenda VanHaren

TEMPORARY HIRES TO COUNTY SERVICE:

22. Brian Tacket – Community Services – Housing Rehabilitation Specialist – 05/09/13 – Various Funds

DEPARTMENTAL TRANSFERS:

23. Jerry Moore – Public Works – From Road Maintenance/Equipment Operator – To Road Maintenance/Equipment Operator Sr. – 05/06/13 – Public Works Fund

END PROBATIONARY PERIOD:

24. Randy A. Tober – Public Works – Solid Waste Operations Worker – 05/19/13 – Recycling and Landfill Management Fund

REQUEST PERMISSION TO POST:

25. Health Services – Worksite Wellness Coordinator – Position Vacated by Joshua Beck

26. Globe Regional Justice Court – Justice Court Clerk Associate – Position Vacated by Jillian Velarde

27. Globe Regional Justice Court – Temporary Justice Court Clerk Associate

**P. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 25, 2013, to March 29, 2013; and April 1, 2013, to April 5, 2013.**

**Q. Approval of finance reports/demands/transfers for the weeks of April 30, 2013 and May 7, 2013.**

**April 30, 2013**

\$1,470,294.52 was disbursed for County expenses by check numbers 253653 through 253826.

**May 7, 2013**

\$451,093.03 was disbursed for County expenses by check numbers 253827 through 253938. **(An itemized list of disbursements is attached to the minutes.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 4A through 4Q as presented.

**Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no requests from the public.

**Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.**

Each Board member and the County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:20 p.m.

**APPROVED:**

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Michael A. Pastor, Chairman

**ATTEST:**

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Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: May 14, 2013

**MICHAEL A. PASTOR**  
Chairman

**MARIAN E. SHEPPARD**  
Clerk

**TOMMIE C. MARTIN**  
Vice-Chairman

By: Laurie J. Kline  
Deputy Clerk

**JOHN D. MARCANTI**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Jacque Griffin, Assistant County Manager/Librarian; and Marian Sheppard, Clerk.

**Item 1 - Call to Order - Pledge of Allegiance – Invocation**

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. David Rogers led the Pledge of Allegiance and Pastor Gary Bowser of the Star Valley Baptist Church delivered the invocation.

**Item 2 - REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to approve Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to perform a Classification and Compensation Study for all Elected Officials' Offices and Appointed Department Heads' Departments.**

Don McDaniel, County Manager, stated that last October the Board of Supervisors approved issuing a request for proposal for a classification and compensation study for all Gila County employee positions. A Consultant Selection Committee was then formed with the following members: Anita Escobedo, Clerk of the Court; John R. Armer, former Sheriff and Adam Shepherd, current Sheriff; Linda O'Dell, School Superintendent; Mary Hawkins, Court Administrator; Jacque Griffin, Assistant County Manager/Librarian; Linda Eastlick, Human Resources Director; Steve Stratton, Public Works Division Director; Michael O'Driscoll, Health and Emergency Services Division Director; and Don McDaniel, County Manager. The selection was done in an endeavor to get a broad cross-section of representation

throughout the County. The Committee had several meetings developing the completely comprehensive request for proposal that was sent out for bid. This request for proposal was one of the most comprehensive Mr. McDaniel has ever been associated with preparing. Six proposals were received; that number was reduced to three consultant firms that were selected to be interviewed. It was the unanimous consensus of the Consultant Selection Committee to recommend to the Board the selection of Ulibarri-Mason Global HR, LP. The Ulibarri-Mason Global HR, LP proposal stood out because it was apparent that the necessary time was taken to develop the information provided in the request for proposal into meaningful information beneficial to the County. The Consultant Selection Committee contacted former clients of Ulibarri-Mason Global HR, LP and the company received very good reviews. The contract is thirty-two weeks in duration at a cost of \$89,000. The estimated completion date is the middle to end of December 2013. Contingent upon Board approval, language has been written into the contract to go into other areas of study should the Committee determine that it's necessary.

On behalf of the Consultant Selection Committee, Mr. McDaniel recommended that the Board approve Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to perform a Classification and Compensation Study for all Elected Officials' Offices and Appointed Department Heads' Departments.

Vice-Chairman Martin commented that she is pleased that the County is at this point in time with the study and she would like to receive updates as the study progresses. Supervisor Marcanti thanked the Committee for all the effort put into this project and stated that the cost is less than he expected. Chairman Pastor stated that prior to Mr. McDaniel's employment with Gila County there were discussions at various times as to whether or not the County needed to conduct another classification and compensation study. He has received comments from employees regarding the study, both pro and con, and he is pleased that this is a transparent process. He inquired as to whether or not this study will have any effect on the upcoming one-time lump-sum payment that's based on employee performance appraisals to which Mr. McDaniel answered, "No, it will not." Chairman Pastor advised that he wanted the following question to be noted in the record. He then asked the method in which questions will be answered during the study. Mr. McDaniel explained that there will be several avenues for questions to be answered. Staff will be apprised of the means of communication as the study gets started, and it has not yet been determined whether that communication will be through the website that the consultants have set up or through a committee that will be established to assist in moving this process forward. Chairman Pastor asked that the record reflect that the County is planning to move forward and hopefully come to a good resolution on this study.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to perform a Classification and Compensation Study for all Elected Officials' Offices and Appointed Department Heads' Departments.

**Item 3 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval to appoint the following precinct committeemen as submitted by the Gila County Republican Committee: Claypool #2 Precinct - Anne Kelly Stubbs, Payson #8 Precinct - Margaret Louise Vaughn and Gisela - Ted T. Tatum Jr.**

**B. Approval to appoint Albert Hunt to the Gila County Cooperative Extension Advisory Board to fulfill Jim Oestmann's unexpired term of office from May 14, 2013, to December 31, 2013.**

**C. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 8, 2013, to April 12, 2013; and April 15, 2013, to April 19, 2013.**

**D. Approval of finance reports/demands/transfers for the week of May 14, 2013.**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 3A through 3D as presented.

**4. CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no requests to speak from the public in Globe or Payson.

**5. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on**

**issues presented.**

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:30 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk

**ARF-1829**

**3- 0**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting Period:** Human Resources reports for the weeks of 05/07/13, 05/14/13, 05/21/13 and 05/28/13

**Submitted For:** Linda Eastlick

**Submitted By:** Juley  
Bocardo-Homan,  
Human  
Resources  
Assistant,  
Human  
Resources

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**Information**

**Subject**

Human Resources reports for the weeks of May 7, 2013, May 14, 2013, May 21, 2013 and May 28, 2013.

**Suggested Motion**

Acknowledgment of the Human Resources reports for the weeks of May 7, 2013, May 14, 2013, May 21, 2013 and May 28, 2013.

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**Attachments**

May Human Resources Summary Report

05/07/13 Human Resources Report

05/14/13 Human Resources Report

05/21/13 Human Resources Report

05/28/13 Human Resources Report



## Human Resources Action Items

Summary	Year To	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
	Date												
Human Resources Action Items													
DEPARTURES FROM COUNTY SERVICE	71	17	8	12	17	17							
HIRES TO COUNTY SERVICE	45	6	10	7	15	7							
TEMPORARY HIRES TO COUNTY SERVICE	16	1	0	2	9	4							
VOLUNTEERS TO COUNTY SERVICE	0	0	0	0	0	0							
DEPARTMENTAL TRANSFERS	31	3	9	7	7	5							
END PROBATIONARY PERIOD	58	7	18	10	11	12							
POSITION REVIEW	38	23	1	4	6	4							
REQUEST PERMISSION TO POST	55	10	11	8	17	9							
Total Transactions	314	67	57	50	82	58	0	0	0	0	0	0	0

## **HUMAN RESOURCES ACTION ITEMS**

**MAY 7, 2013**

### **DEPARTURES FROM COUNTY SERVICE:**

1. Joshua Beck – Health Services – Worksite Wellness Coordinator – 05/10/13 – Population Health Policy Initiative Fund – DOH 11/05/12 – Resignation
2. Pam Fisher – Board of Supervisors – Executive Administrative Assistant – 05/31/13 – General Fund – DOH 03/01/93 – Retirement
3. Kevin Kenney – Health Services – Administrative Clerk – 04/26/13 – WIC Fund – DOH 04/11/11 – Separated without prejudice

### **HIRES TO COUNTY SERVICE:**

4. Vickey Zwall – Probation – Administrative Clerk Sr. – 05/09/13 – Juvenile Intensive Probation Supervision Fund – Replacing Sandra Yoder
5. Linda Shelby – Probation – Administrative Clerk Sr. – 05/09/13 – Various Funds – Replacing Karen Johnson

### **END PROBATIONARY PERIOD:**

6. Herman V. Tijerina – Court Information Systems – IT Administrator & Support Specialist – 05/07/13 – General Fund
7. Melanie Howell – County Attorney's Office – Legal Secretary Sr. – 07/01/12 – General Fund
8. Jolene Myers – Clerk of the Superior Court – Court Administrative Assistant – 04/04/13 – General Fund
9. Lorenzie Corvin – Probation – Juvenile Detention Shift Supervisor – 04/23/13 – General Fund

### **REQUEST PERMISSION TO POST:**

10. Board of Supervisors/Constituent Services District II – Temporary Laborer (4 positions available) – Positions Vacated by Matthew Cruz, Tannyn Garcia, Robert Hernandez, Angel Perez
11. Public Works – Solid Waste Services Worker – Position Vacated by Thomas Dando
12. Assessor's Office – Executive Administrative Assistant – Position Vacated by Hazel Dillon
13. Finance – Payroll Specialist – Position Vacated by Carrie Truesdell

## **HUMAN RESOURCES ACTION ITEMS**

**MAY 14, 2013**

### **DEPARTURES FROM COUNTY SERVICE:**

1. Jendean Sartain – Health Services – Deputy Director of Health Services – 05/03/13 – Health Services Fund – DOH 08/03/92 – Retirement
2. Mary Allen – Globe Regional Justice Court – Justice Court Clerk Associate – 05/03/13 – General Fund – DOH 09/12/02 – Resignation
3. John DeSanti – Sheriff's Office – Jail Intelligence/Professional Standards Investigator – 04/24/13 – General Fund – DOH 01/10/05 – Resignation
4. Sally Fulmer – Community Services – Career & Employment Specialist Sr. – 05/10/13 – Various Funds – DOH 02/02/11 – Resignation
5. James A. Eskew – Sheriff's Office – Detention Commander – 06/30/13 – General Fund – DOH 05/24/93 – Retirement
6. Carrie Truesdell – Finance – Payroll Specialist – 05/16/13 – General Fund – DOH 08/27/12 – Resignation
7. James I. Mitchell – County Attorney's Office – Deputy Attorney Sr. – 05/06/13 – Drug Prosecution Grant Fund – DOH 05/06/13 – Declined offer of employment

### **HIRES TO COUNTY SERVICE:**

8. Shayla Rincon – Globe Regional Justice Court – Justice Court Clerk Associate – 05/16/13 – General Fund – Replacing Kristy Jackson

### **TEMPORARY HIRES TO COUNTY SERVICE:**

9. Stephanie Mata – Globe Regional Justice Court – Justice Court Clerk Associate – 05/16/13 – General Fund

### **END PROBATIONARY PERIOD:**

10. Lisa Modglin – Sheriff's Office – IT Administrator Support Technician Sr. – 11/21/12 – General Fund
11. Gabriel Valenzuela – Sheriff's Office – Deputy Sheriff – 04/30/13 – General Fund
12. Karen Shane Roberts – Clerk of the Superior Court – Court Clerk – 02/13/13 – Drug Enforcement/Superior Court Fund
13. Megan A. Miller – Clerk of the Superior Court – Courtroom Clerk – 02/20/13 – General Fund

### **DEPARTMENTAL TRANSFERS:**

14. Sarah White – From Health Services – To Sheriff's Office – From Executive Administrative Assistant – To Chief Administrative Officer – 05/20/13 – From Various Funds – To General Fund
15. Cheryl Sluyter – From County Attorney's Office – To Board of Supervisors – From Diversion Officer – To Executive Administrative Assistant – 06/01/13 – From Diversion Program Fund – To General Fund

### **REQUEST PERMISSION TO POST:**

16. Community Services – Career & Employment Specialist Sr. – Position Vacated by Sally Fulmer

## **HUMAN RESOURCES ACTION ITEMS**

**MAY 21, 2013**

### **DEPARTURES FROM COUNTY SERVICE:**

1. Mark W. Daunce – Sheriff's Office – Detention Officer – 05/17/13 – General Fund – DOH 08/20/12 – Resignation
2. Jessica Alexander – Health Services – Community Health Assistant – 06/30/13 – Health Start Program Fund – DOH 11/14/11 – Grant funding ended
3. Jullie Mercer – Health Services – Public Health Nurse – 05/07/13 – Health Service Fund – DOH 09/26/11 – Resignation
4. Cate Gore – Recorder – Recorder's Clerk – 06/01/13 – General Fund – DOH 09/20/10 - Resignation

### **HIRES TO COUNTY SERVICE:**

5. Nina Ruiz – Finance – Accountant Sr. – 05/28/13 – General Fund – Replacing Marion Barefoot

### **DEPARTMENTAL TRANSFERS:**

6. Betty Vanta – Health Services – From Communicable Disease Specialist – To Administrative Assistant – 05/15/13 – From Various Funds – To Various Funds

### **END PROBATIONARY PERIOD:**

7. Jay Boyer – Probation – Deputy Probation Officer Supervisor – 05/07/13 – Various Funds

### **OTHER CHANGES:**

8. Mike Lemon – Health Services – Environmental Health Specialist Sr. – 05/08/13 – Health Service Fund – Increase in hours from 30 to 40 hours per week
9. Paula Horn – Health Services – Deputy Director of Prevention Services – 05/15/13 – Various Funds – Change in fund codes
10. Sarah Chavez – Health Services – Accounting Clerk – 05/15/13 – Various Funds – Change in fund codes

### **REQUEST PERMISSION TO POST:**

11. Health Services – Executive Administrative Assistant – Position Vacated by Sarah White
12. Health Services – Communicable Disease Specialist – Position Vacated by Betty Vanta

## **HUMAN RESOURCES ACTION ITEMS**

**MAY 28, 2013**

### **DEPARTURES FROM COUNTY SERVICE:**

1. Michael Fane – Sheriff's Office – Deputy Sheriff Sgt. SRO – 05/30/13 – General Fund – DOH 05/19/03 – Retirement
2. Clint Lyman – Probation – Juvenile Detention Officer – 05/17/13 – General Fund – DOH 03/26/13 – Failure to complete Probationary Period
3. Minda Thompson – County Attorney's Office – Legal Secretary Lead – 05/31/13 – General Fund – DOH 06/20/05 – Resignation

### **HIRES TO COUNTY SERVICE:**

4. Amy Johnson – Health Services – Medical Case Manager – 06/03/13 – HIV Consortium – New position provided by the Ryan White Contract Amendment as signed by Gila County and the State of Arizona
5. Betty Hurst – Finance – Buyer – 05/28/13 – General Fund – Replacing Jennifer Alvarez
6. Courtland Bell – Probation – Juvenile Detention Officer – 05/27/13 – General Fund – Replacing Vanessa Barajas

### **TEMPORARY HIRES TO COUNTY SERVICE:**

7. Matthew Cruz – Board of Supervisors – Temporary Laborer – 06/10/13 – General Fund/Constituent Services District II Fund
8. Christopher Thorne – Board of Supervisors – Temporary Laborer – 06/10/13 – General Fund/Constituent Services District II Fund
9. Tannyn Garcia – Board of Supervisors – Temporary Laborer – 07/01/13 – General Fund/Constituent Services District II Fund

### **DEPARTMENTAL TRANSFERS:**

10. Debra Overholt – County Attorney's Office – From Legal Secretary – To Legal Secretary Sr. – 06/17/13 – Diversion Program Fund
11. David Jones – Probation – From Deputy Probation Officer II – To Deputy Probation Officer Supervisor – 06/03/13 – From State Aid Enhancement Fund – To Various Funds

### **END PROBATIONARY PERIOD:**

12. Louisa Talahytewa – Recorder – Voter Outreach Assistant – 04/19/13 – General Fund
13. Nancy Mach – Health Services – Home Visitation Coordinator – 05/13/13 – Maternal, Infants and Early Childhood Home Visits Fund
14. Mark Chacon – Public Works – Road Maintenance/Equipment Operator – 06/03/13 – Public Works Fund

### **OTHER CHANGES:**

15. Vickey Zwall – Probation – Administrative Clerk Sr. – 05/13/13 – Juvenile Intensive Probation Supervision Fund – Correction of Hire Date from 05/09/13 to 05/13/13

### **REQUEST PERMISSION TO POST:**

16. Elections – Elections Director – Position Vacated by Linda Eastlick

## **HUMAN RESOURCES ACTION ITEMS**

**May 28, 2013**

**Page 2**

17. Health Services – Public Health Nurse I – Position Vacated by Jullie Mercer

**ARF-1842**

**Consent Agenda Item      3- P**

**Regular BOS Meeting**

**Meeting Date:** 06/04/2013

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 04-26-13; and 05-03-13; and 05-10-13

**Submitted For:** Linda V. Eastlick      **Submitted By:** Dana Sgroi, Contracts Support Specialist, Finance Department

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 04-26-13; and 05-03-13; and 05-10-13

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 22, 2013, to April 26, 2013; and April 29, 2013, to May 3, 2013; and May 6, 2013 to May 10, 2013.

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**Attachments**

County Manager Approved Contracts Under \$50,000 for Weeks Ending 4-26-13; and 5-03-13; and 05-10-13

Service Agreement No. 041613 with Tree Pro

Service Agreement No 031313-1 with Tim's Tires

Service Agreement No. 041613-2 with Carolina Software

Service Agreement No. 041613-1 with Bob Lee & Sons

Line Extension Agreement with APS

Lease Agreement No. 868184 with Great American Financial Services

Service Agreement No. 042413 with La Casa Bella Builders

Service Agreement No. 042613-1 with Mountain Retreat Builders

Service Agreement No 031313 with Tim's Tires

Service Agreement No. 042613 with Noble Building

Amendment #5 with Moonlite Janitorial

Amendment 1 to Contract No. 011513-3 with Pointe Companies, Inc.

Amendment No. 2 to Professional Services Agreement No. 072612 with Michael Durham M.D.

Service Agreement No. 050313-1 with Mountain Retreat Builders

Service Agreement No. 041213 with Stanley Security

Service Agreement No. 050613 with Noble Building

Service Agreement No. 050313-2 with Noble Building

Service Agreement 050713-2 with Noble Building

Service Agreement 050213-1 with Slash M Rodeo Co., Inc.

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000****April 22, 2013, to April 26, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
041613 Tree Pro	Service Agreement No. 041613 Miscellaneous Tree Removals	\$2,000.00	04-25-13 to 04-24-14	04-25-13	Option to renew for two additional two year periods	Contractor will provide tree removal in both the Copper and Timber regions, where trees might pose a hazard. A contract identical to this was also issued to another tree removal contractor, in the event the County has an emergency and one contractor can not get to it, hopefully the other one will be able to.
031313-1 Tim's Tire, L.L.C.	Service Agreement No. 031313-1 Tire Repair-Buckhead Landfill-Payson	\$4,000.00	04-25-13 to 04-24-14	04-25-13	Option to renew for two additional two year periods	Contractor will provide tire repairs on the heavy equipment that is used at the Buckhead Landfill in Payson, AZ.
041613-2 Carolina Software	Service Agreement No. 041613-2 with Carolina Software	\$1,200.00	04-25-13 to 04-24-14	04-25-13	Option to renew for two additional two year periods	Contractor provides maintenance and support for software that the Solid Waste Department uses.
041613-1 Bob Lee & Sons	Service Agreement No. 041613-1 Miscellaneous Tree Removals	\$2,000.00	04-25-13 to 04-24-14	04-25-13	Option to renew for two additional two year periods	Contractor will provide tree removal in both the Copper and Timber regions, where trees might pose a hazard. A contract identical to this was also issued to another tree removal contractor, in the event the County has an emergency and one contractor can not get to it, hopefully the other one will be able to.
WF13SRVICE APS	Line Extension Agreement APS Work Order # WF13SRVICE	\$174.20	05-01-13 to 05-15-13	04-25-13	Expires	APS will install 20' of underground 4/0 single phase service wire to relocate 600 amp SES.



**April 29, 2013, to May 3, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
868184 Great American Financial Services	Lease Agreement No 868184 with Great American Financial Services	\$9,541.08	36 months from date copier delivered	05-01-13	Expires	The Superior Court needed a new copier to replace their worn out one.
042413 La Casa Bella Builders, LLC	Service Agreement No. 042413 Treasurer's Office Cabinet Work	\$14,710.93	05-01-13 to 06-30-13	05-01-13	Expires	Cabinet replacement is part of the Treasurer's Office Remodel project.
042613-1 Mountain Retreat Builders	Service Agreement No 042613-1 with Mountain Retreat Builders	\$11,486.08	05-01-13 to 06-30-13	05-01-13	Expires	Contractor will install insulation to meet code of R-38, currently R-3; install new HVAC system including a 14.5 seer gas package unit on the roof with a new R-8 Flex duct system. Repair water heater T&P, fix damaged shingles, add ducted cfm fan.
031313 Tim's Tire LLC	Service Agreement No 031313 Tire Repair-Roads-Payson	\$5,000.00	05-01-13 to 04-29-14	05-01-13	Option to renew for two additional two year periods	Contractor will provide tire repairs on the heavy equipment that is used for road repairs in the Payson, AZ area.
042613 Noble Building LLC	Service Agreement No 042613 Weatherization Project No. HH#2305	\$7,776.14	05-01-13 to 07-02-13	05-01-13	Expires	Contractor will install dual zone ductless mini split heat pump system with 2 outdoor condensing units set on pre-fab pad.
6880.102/4-2011 Moonlite Janitorial	Amendment No. 5 to Contract No 6880.102/4-2011 Janitorial Services Payson Administration Building	\$44,400.00	05-02-13 to 05-03-14	05-01-13	Expires	Amendment No. 5 extended the contract for it's final year, from May 02, 2013 to May 03, 2014.

**May 6, 2013, to May 10, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
011513-3 Pointe Companies, Inc.	Amendment No. 1 to Contract No. 011513-3 with Pointe Companies, Inc.	\$839.52	-	05-08-13	Expires	Amendment No. 1 was issued to increase the contract amount by \$839.52 for the purchase and installation of one Electric Freestanding Range. The homeowner had no stove and a safety issue was raised when it was learned the homeowner was cooking off of a two burner camp stove in the home.
072612 Dr. Michael Durham	Amendment No. 2 to Professional Services Contract No. 072612 Medical Examiner Services with Michael R. Durham, M.D.	\$4,000.00	07-01-13 to 06-30-14	05-08-13	Option to renew for two additional two year periods	Amendment No. 2 was issued to increase the contract amount by \$4,000. Due to the unexpected retirement of Dr. Wesley Romberger on February 01, 2013, Dr. Durham has had to cover the Northern portion of Gila County, in addition to the Southern portion of Gila County.
050313-1 Mountain Retreat Builders	Service Agreement No 050313-1 with Mountain Retreat Builders	\$10,894.24	05-07-13 to 06-30-13	05-07-13	Expires	Contractor will replace furnace, increase the r-9 value, reduce duct leakage, reduce infiltration, address health and safety issues, and address Lc/Nc measures as they arise.
041213 Stanley Security Solutions	Service Agreement No 041213 Globe Courthouse Additional Door Security	\$24,622.18	04-16-13 to 05-13-13	05-07-13	Expires	This project will allow the Courthouse card access system to better control the use and security of the Court building.
050613 Noble Building LLC	Service Agreement No 050613 Weatherization Project No. HH#9360	\$3,618.33	05-07-13 to 06-30-13	05-07-13	Expires	Contractor will seal ducts to one pascal or less, install a 30-80 cfm continuous run fan, service swamp cooler, clean out, new pads, replace pumps.
050313-2 Noble Building LLC	Service Agreement No 050313-2 Weatherization Project No. HH#8533	\$11,550.00	05-07-13 to 07-06-13	05-07-13	Expires	Contractor will replace gas furnace, reduce infiltration, seal ducts to one pascal or less, bring attic up to r-38, pressure balance bedrooms, remove existing swamp cooler.

**May 6, 2013, to May 10, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
050713-2 Noble Building LLC	Service Agreement No 050713-2 Weatherization Project No. HH#9355	\$7,692.10	05-07-13 to 06-30- 13	05-07-13	Expires	Contractor will perform air sealing, remove existing wall mounted propane heater and install new Harman p351 pellet stove.
050213-1 Slash M Rodeo Co., Inc.	Service Agreement No. 050213-1 Rodeo Livestock for Copperdust Stampeded Rodeo May 10 <sup>th</sup> and May 11 <sup>th</sup> , 2013	\$10,000.00	05-10-13 to 05-12- 13	05-10-13	Expires	Contractor to supply livestock, rodeo secretary, timers, rodeo officials, chute labor, bullfighting and two pick up men for annual rodeo event on May 10 <sup>th</sup> and May 11 <sup>th</sup> , 2013.

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

FAX (928) 425-0319  
TTY: 7-1-1

**SERVICE AGREEMENT NO. 041613**  
**MISCELLANEOUS TREE REMOVALS**

**THIS AGREEMENT**, made and entered into this 25<sup>TH</sup> day of April, 2013, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and Tree Pro, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Refer to attached Attachment "A", by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A", by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent Contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 12 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 13- TERM:** The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE 14 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$2,000.00 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service



Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

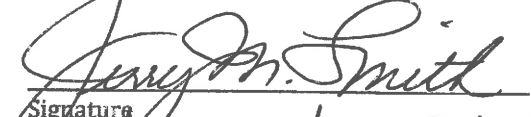
*IN WITNESS WHEREOF, Service Agreement No. 041613 has been duly executed by the parties hereinabove named, on the date and year first above written.*

GILA COUNTY

  
Don E. McDaniel Jr., County Manager

Date: 4/25/13

TREE PRO

  
Signature  
Jeremy M. Smith  
Print Name

Quote from Tree Pro  
Gila County Yards

QUOTE DUE DATE: Please email or fax quote by, Wednesday, April 25, 2013 to,  
Jeannie Sgroi, [dsgrai@co.gila.az.us](mailto:dsgrai@co.gila.az.us), fax 928-425-7056

If additional space is needed to provide rates, please list them

Contractor Name: Tree Pro - Payson AZ

Contractor Address: 1009 W McLane Suite A-1 Payson AZ 85541

Contractor Phone #: 928-463-4448 Email Address: jeannie@treepropayson.com

Contractor Signature: [Signature]

LABOR RATES (TAXES INCLUDED):

Tree pulling (2) crew members \$90<sup>00</sup> per hour  
Tree Climbing (2) crew members \$110<sup>00</sup> per hour

EQUIPMENT RATES (TAXES INCLUDED):

Bobcat w grapple - snowblower \$75<sup>00</sup> per hour  
Chipper - snow crew \$75<sup>00</sup> per hour

MISCELLANEOUS RATES (TAXES INCLUDED):

\* Dump fees (if any) @ \$50<sup>00</sup> per ton  
\* Gravel Dumps @ \$75 per hour  
OVER 20 hours which are included  
\* may be able to dump @ county landfill for free?

THANK YOU

[Signature] 4/6/13

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 031313-1**  
**TIRE REPAIR-BUCKHEAD LANDFILL-PAYSON**

**THIS AGREEMENT**, made and entered into this 25<sup>TH</sup> day of April, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Tim's Tire, L.L.C., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities and Land Management Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Tire repairs. Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.



**ARTICLE 14- TERM:** The term of the Contract shall commence upon award and continue in full force and effect for a period of two calendar years, unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$4,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service
- Sales Tax is to be identified as a separate line item

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

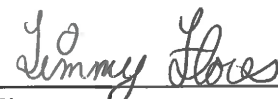
**IN WITNESS WHEREOF,** Service Agreement No. 031313-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 4/25/13

**TIM'S TIRES, LLC**

  
Signature

Timmy Flores  
Print Name



## ATTACHMENT "A"

### Tim's Tire LLC

Tim Flores

P.O. Box 3367

Payson, AZ 85547

(928) 978-4033 Cell (928) 472-7247 Emergency

Email: [carolthompsonaz@gmail.com](mailto:carolthompsonaz@gmail.com)

2/20/13

Regular business hour rate:

7:00 a.m. – 5:00 p.m. Monday – Friday.

Any Service Calls after business hours will result in double time charges.

Service Call:

\$50.00 within a 15 mile radius. After 15 miles a \$2.50 per mile charge will be added (price per mile will vary depending on fuel prices).

Commercial tire labor rate, dismount & mount:

\$25.00.

Commercial flat repair:

\$25.00 plus materials.

OTR tire labor rate, dismount & mount:

\$75.00 an hour plus materials.

OTR flat repair:

\$75.00 an hour plus materials.

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

FAX (928) 425-0319  
TTY: 7-1-1

**SERVICE AGREEMENT NO. 041613-2**  
**WASTE WORKS SOFTWARE SUPPORT**

**THIS AGREEMENT**, made and entered into this 25<sup>TH</sup> day of APRIL, 2013, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and Carolina Software, of the City of Wilmington, State of North Carolina, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Solid Waste Department Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Refer to attached Attachment "A", by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A", by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 – INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent Contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 12 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 13- TERM:** The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE 14 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$1,200.00 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

*IN WITNESS WHEREOF, Service Agreement No. 041613-2 has been duly executed by the parties hereinabove named, on the date and year first above written.*

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date:


4/25/13

**CAROLINA SOFTWARE**

  
\_\_\_\_\_  
Signature

Jon Leeds  
\_\_\_\_\_  
Print Name

ATTACHMENT "A"



Carolina Software, Inc.  
 Phone: 910-799-6767 - Fax: 910-799-1177  
 PO Box 3097 - Wilmington, NC - 28406  
 www.wasteworks.com

**Proposal#**  
**JEC41380**

**WasteWORKS for Solid Waste Management**

To: Jeannie Sgroi  
 Contracts Support Specialist  
 (928) 402-8612  
 Gila County Finance

4/16/2013

From: Jon Leeds - Carolina Software 910-799-6767 Fax: 910-799-1177  
 Jon@wasteworks.com

**Subject: WasteWORKS Support and Maintenance**

Hardware Description and Pricing		
Qty	Description	Unit Price      Ext Price
4	WasteWORKS Quarterly Support and Maintenance (covers WasteWORKS for all sites- billed quarterly)	\$300.00      \$1,200.00
Total yearly cost:		\$1,200.00

**Notes:**

Quote for Maintenance for fiscal year 7/1/13 - 6/30/14  
 Pricing is based on WasteWORKS-SQL.

  
 Approved by: Don E. McDaniel, Jr.

County Manager

Title

Date 4/25/13

PO Number

**Shipping Address:**



Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountvaz.gov](http://www.gilacountvaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

FAX (928) 425-0319  
TTY: 7-1-1

**SERVICE AGREEMENT NO. 041613-1**  
**MISCELLANEOUS TREE REMOVALS**

**THIS AGREEMENT**, made and entered into this 25<sup>TH</sup> day of APRIL, 2013, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Bob Lee & Sons Tree Service**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Director or designee. All work must be performed in conformance with industry standards and best practices.

**Scope of Work:** Refer to attached Attachment "A", by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A", by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 – INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent Contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 12 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 13- TERM:** The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE 14 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$2,000.00 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

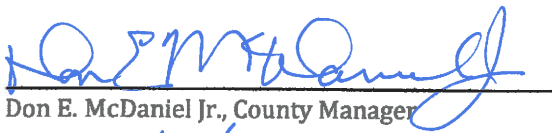
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

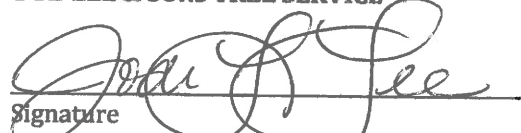
*IN WITNESS WHEREOF, Service Agreement No. 041613-1 has been duly executed by the parties hereinabove named, on the date and year first above written.*

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 9/25/13

**BOB LEE & SONS TREE SERVICE**

  
Signature

Jodi Lee  
Print Name

**QUOTE DUE DATE:** Please email or fax quote by, Wednesday, April 03, 2013 to,  
Jeannie Sgroi, [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us), fax 928-425-7056

If additional space is needed to provide rates, please list them

Contractor Name: Bob Lee & Sons Tree Service  
Contractor Address: PO Box 339 Payson, AZ 85547  
Contractor Phone #: (928) 474-4220 Email Address: jodi@bobleetreeservice.com  
Contractor Signature: Jodi Lee

LABOR RATES (TAXES INCLUDED):

*Please see attached.*

EQUIPMENT RATES (TAXES INCLUDED):

*Please see attached*

MISCELLANEOUS RATES (TAXES INCLUDED):

*Please see attached*

THANK YOU

## **Gila County Quote**

**Labor Rates (Taxes Included):** Labor rates are \$29.72/per hour for each employee. Depending on the project there will be an average of 2 – 4 employees per job.

**Equipment Rates (Taxes Included):** Equipment rates will vary, however, in general an 80' Altec Bucket Truck with a chipper will be \$122.00 per hour, a bobcat skidsteer loader with grapple bucket and transport will run \$95.00 per hour, a Case 550 Dozer with transport will run \$175.00 per hour, and a John Deere log skidder with transport will run \$150.00. Stump grinding equipment will run between \$75 - \$95 per hour depending on the size of the unit needed.

**Miscellaneous Rates (Taxes Included):** Miscellaneous charges will include a \$1.90 per mile mileage rate (this is for most large equipment and transports). Any additional fees for permits, insurance waivers/additional insured will be charged in accordance with the fees charged to our company.

Our normal operating procedures are to bid a job based on the specific operations/scope of work. Hopefully this will give you a general idea of our pricing structure. If you have any questions, please don't hesitate to contact us. Thank you for the opportunity to present you with a bid for the upcoming contract.

Bob Lee & Sons Tree Service





**LINE EXTENSION AGREEMENT**  
**(For the Construction of Electric Distribution Facilities)**

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and GILA COUNTY, OWNER, PAYSON, AZ

hereinafter called "Applicant." In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

**1 CONSTRUCTION**

- 1.1 APS shall construct electric distribution facilities as an extension of its present facilities in order to serve 108 W. Main Street, Payson, Arizona, in accordance with the attachments set forth in Section 6 to this Agreement and APS's line extension service, "Schedule 3, Revision No. 12: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS's Extension Policy and the attachments described in Section 6 are hereby incorporated in full into this Agreement.
- 1.2 The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows:  
Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on the sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.
- 1.3 Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS's standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.
- 1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.
- 1.5 Applicant's "on and off" site construction required in support of APS's construction is estimated to begin on 4/12/2013 and to be completed on 4/30/2013. APS's construction is estimated to begin on 5/1/2013 and to be completed on 5/15/2013 contingent upon scheduled completion of Applicant's "on and off" site construction in accordance with APS's specifications. The dates of APS's construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS's workload, material requirements, or other factors.

**2 PAYMENT**

APS shall not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$174.20 DOLLARS, which sum equals the amount required by APS (less any pre-paid amount) to extend service to Applicant, as authorized by the Extension Policy. Such payment shall include all charges for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's project. Such payment is due to APS upon Applicant's execution of this Agreement. A breakdown of these costs is attached hereto as the Applicant Charges.

### 3 REIMBURSEMENTS

APS shall pay (reimburse) Applicant \$ NA DOLLARS which represents the total reimbursement for items summarized on the Applicant Reimbursement Details attachment which represent work, trenching, excavation, materials, etc. that the Applicant has agreed to furnish. Reimbursement shall be made after completion of the Applicant's work or activities and shall be contingent upon APS's Final Inspection and Approval.

### 4 REFUNDS

Applicant payment shall be subject to refund as provided below. No refund will be made to any Applicant for an amount more than the Applicant's payment.

- 4.1 If prior to the start of APS's construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.
- 4.2 APS reserves the right to withhold refund to Applicant if Applicant's account(s) are delinquent, and apply these refund amounts to past due bills.

### 5 GENERAL PROVISIONS

- 5.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.
- 5.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.
- 5.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.
- 5.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.
- 5.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.
- 5.6 If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within one year of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to cancel this Agreement, and Applicant shall be entitled to receive a refund of the amount paid, less all fees and costs incurred by APS associated with the Agreement prior to cancellation.
- 5.7 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.
- 5.8 If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.
- 5.9 This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

## 6 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

<input type="checkbox"/>	Design Sketches
<input checked="" type="checkbox"/>	Applicant Charges (Non-Refundable)
<input checked="" type="checkbox"/>	Schedule of Charges (Non-Refundable)
<input type="checkbox"/>	Applicant Charges (Single Family Homes Non-Refundable)
<input type="checkbox"/>	Schedule of Charges (Single Family Homes Non-Refundable)
<input type="checkbox"/>	Agreement to Construct Distribution Facilities
<input type="checkbox"/>	Applicant Reimbursement Details
<input checked="" type="checkbox"/>	Sales Invoice

<input type="checkbox"/>	Attachment A Signature Page
<input type="checkbox"/>	Operating Agreement
<input checked="" type="checkbox"/>	Trenching Agreement – Requirements
<input type="checkbox"/>	Utility Easement
<input type="checkbox"/>	Dusk-to-Dawn Work Order
<input type="checkbox"/>	Developer Streetlight Agreement
<input type="checkbox"/>	Street Light Details
<input type="checkbox"/>	Equipment Details

## 7 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

### ARIZONA PUBLIC SERVICE COMPANY

Signature:



Name:

Steve Quinn

Title:

Manager, Gila/Navajo

Date:

4-18-13

#### Study and Design Agreement Payment

APS Invoice #:

Amount: \$

Date Received:

#### Material Order Agreement Payment

APS Invoice #:

Amount: \$

Date Received:

#### Line Extension Agreement Payment

APS Invoice #:

Amount: \$

(Including Taxes)

Date Received:

Total Amount Paid:

\$

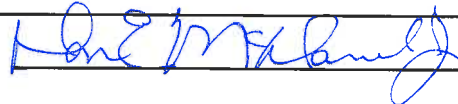
(Including Taxes)

### APPLICANT

Applicant's Name:

Gila County

Signature:



Name (Print):

DON E. MCDANIEL, JR.

Title:

COUNTY MANAGER

Date :

4/25/13

Mailing Address:

1400 E. Ash Street

Globe, AZ 85501

Permanent Phone #:

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.



## TRENCHING AGREEMENT - REQUIREMENTS

WO# WF13SRVICE

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS" and GILA COUNTY, OWNER, hereinafter called "Customer". In consideration of the services to be performed by APS and Customer for construction of underground distribution facilities at 108 W. MAIN STREET, PAYSON, AZ, it is agreed as follows:

1. Customer shall provide trench, conduit, backfill and 3-phase transformer pads. Customer shall install conduit, backfill, 3-phase transformer pads and APS provided equipment pads/box pads, pull boxes, j-boxes and manholes. These items shall be provided and installed according to this agreement, the Installation Specifications (Sheet 2), the T&D Construction Standards and the attached drawings.
2. APS shall be responsible for inspecting all trench, conduit and equipment installations outlined in item 1 above. Customer shall provide easements for trench routes, equipment locations, and secure all necessary permits required by local municipalities and/or governing agencies.
3. Customer shall have property corners and other control points as requested, installed and flagged before APS will survey and/or inspect the job. In addition, easements, alleys, streets and water retention areas adjacent to proposed trench route must be graded to within 6" of finished grade and grade stakes set before APS approves trench and begins construction. **Customer agrees to reimburse APS for any costs incurred in adjusting facilities due to changes in finished grade.**
4. Customer shall be responsible for having all existing underground facilities located and identified in the field before excavation begins.
5. APS approved and customer provided concrete caps shall be installed over conduit in trenches which cross or are located in drainage areas, washes, and other areas subject to erosion as shown on the attached drawings and as required by the APS inspector.
6. APS will not energize underground cables until the trench depth is verified, and backfill is compacted with a minimum of 24" cover for secondary/service and 36" cover for primary, unless otherwise shown on the attached drawings.
7. Customer shall restore, at Customer's expense, any damaged landscaping or property to its original condition, due to Customer provided trenching, backfilling or equipment installations.
8. APS reserves the right to inspect all and every part of Customer's work during or after completion of trenching, conduit installation, shading, backfilling, or compaction. If all of any part of the work has not been done according to APS specifications, Customer shall take corrective action at Customer's expense. APS, at Customer's request, may perform the corrective action at the Customer's expense. **Neither inspection of the work by APS nor lack of same, shall relieve Customer of the responsibility to provide and perform the work according to APS specifications. In all cases, the Customer is responsible for conduit system location, integrity and usefulness until APS conductors are energized.**
9. Where Customer provides the trenching and backfilling, Customer shall indemnify or cause its contractors to indemnify and save harmless APS and any other utility who is a joint trench occupant with APS, from any and all claims, losses, costs and damages incurred by the utilities, on account of injuries or damages to persons or property received or sustained by any persons, firms, or corporations by reason of any acts or omissions of Customer, its agents or employees, or of any defects in the methods, materials, equipment, or tools used in the trenching or backfilling.
10. Customer shall use a properly licensed contractor when excavating in the public right-of-way or utility easement. Licensing information is available through the State Registrar of Contractors.
11. The following documents are attached to and made a part of this agreement.

<input type="checkbox"/> Construction drawings	<input type="checkbox"/> Three phase transformer pad and conduit requirements
<input type="checkbox"/> Customer trenching diagram	<input type="checkbox"/> Section 500 and/or 600 of APS' Electric Service Requirements.
<input type="checkbox"/> Duplex transformer requirements	<input type="checkbox"/> T&D Construction Standards
<input type="checkbox"/> Equipment box pad details	<input type="checkbox"/> Other _____
12. Customer shall review this document, and the Installation Specifications (Sheet 2) with their trenching contractor before work begins. The trenching contractor shall maintain a copy of these documents at the job site for review.
13. For inspection call the APS Inspector two (2) working days prior to start of work:

Name: KAREN A. KILLEN

Telephone: 928-474-7642

14. Contact APS representative shown below for project scheduling and coordination.

15. Signatory on the agreement must be an officer of the company or a representative who has authority to bind the entity signing the contract.

This agreement has been executed by the duly authorized representatives of the parties.

### ARIZONA PUBLIC SERVICE

Signature: \_\_\_\_\_  
Name: KAREN A. KILLEN  
Title: CPM  
Date Signed: \_\_\_\_\_  
Mailing Address: 400 W. LONGHORN  
City/State/Zip: PAYSON, AZ 85541  
Telephone: 928-474-7642

Signature:   
Name: Don E. McDaniel, Jr.  
Title: County Manager  
Date Signed: 4/25/13  
Mailing Address: 1400 E. ASH STREET  
City/State/Zip: GLOBE, AZ 85501  
Telephone: \_\_\_\_\_

**PRO FORMA**

Invoice: AR0260000748  
Rec Type: 81  
Invoice Date: 04/11/2013

Page 1 of 1

Arizona Public Service Company  
P.O.Box 53920, Sta 9996  
Phoenix, AZ 85072-3920

Customer No: 106875  
Due Date: 05/11/2013  
Payment Terms: Due30Days

Bill To:  
GILA COUNTY  
1400 E ASH ST  
GLOBE AZ 85501  
United States

**AMOUNT DUE: 174.20 USD**

Amount Remitted

Please return the top portion with your payment

Invoice: AR0260000748  
Rec Type: 81  
Invoice Date: 04/11/2013

For billing questions, please call: Customer Service Representative at 928-474-7642

Original

Note: WF13SRVICE - NEW SERVICE/UGRADE/RELOC/CONV LINE EXTENSION TO SERVE 108 W MAIN STREET, PAYSON,  
AZ 85541

Description	Period Covering	Customer Reference	Qty	Amount	Net Amount
<b>NON-TAXABLE ITEM(S)</b>					
CIAC Non-Refundable Adv		SCHEDULE 3 REV 12			174.20
Schedule of Charges - APS to install 20' of underground 4/0 single phase service wire to relocate 600 amp SES.					
<b>Subtotal:</b>					<b>174.20</b>
PreTax Total:					174.20
<b>Amount Due:</b>					<b>\$174.20</b>

Please provide invoice numbers with all remittance. An 18% per annum finance charge will be applied to outstanding invoices unless prior contractual agreements are in effect.



# AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION™  
625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 868184

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Gila, County of**

ADDRESS: **1400 E Ash St**

**Globe, AZ 85501-1483**

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

**Interstate Copyshop**

**Thatcher, AZ**

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

**1 Konica Minolta bizhub C454 Copier**

EQUIPMENT LOCATION: **As Stated Above**

(\*PLUS TAX)

TERM IN MONTHS: **36**

MONTHLY PAYMENT AMOUNT: **\$265.03**

PURCHASE OPTION: **Fair Market Value**

## ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LAW/FORUM.** This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing. In such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

**UCC.** You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

## APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER ("WE", "US", "OUR")

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.

OWNER: **GreatAmerica Financial Services Corporation**

CUSTOMER: **(As Stated Above)**

SIGNATURE: *Steve Thatcher* DATE: *4/25/13*  
PRINT NAME & TITLE: *Credit Analyst/Team leader*

SIGNATURE: *Don E. McDaniel, Jr.* DATE: *5/1/13*  
PRINT NAME & TITLE: *DON E. MCDANIEL, JR.*  
*COUNTY MANAGER*

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 042413**  
**TREASURER'S OFFICE CABINET WORK**

**THIS AGREEMENT**, made and entered into this 01st day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and La Casa Bella Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Facilities and Land Management Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000



- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire June 06, 2013.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$14,710.93 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 042413 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 5/1/13

**LA CASA BELLA BUILDERS, LLC**

  
Signature

Shane Fletcher  
Print Name

## ATTACHMENT "A"



**La Casa Bella  
Builders, LLC**  
401 N. Broad St.  
Globe, AZ 85501

Ph: (928) 425-2450

Fax: (928) 425-6249

Date	Estimate #
4/17/2013	941

Name / Address
Gila County Courthouse 1400 E. Ash St. Globe, AZ 85501

Terms		Project	Rep	
Due on Completion			Shane	
Item	Description	Qty	Rate	Total
Cabinets	CABINETS AND COUNTERTOPS @ GILA COUNTY TREASURER'S OFFICE  Cabinets by Bridgewood Advantage Collection Door Style: Benton Wood Species: Clear Hickory Finish: Black Walnut Sheen: Satin Overlay: Standard Built per specs See attached drawing	1	5,995.11	5,995.11
Labor & Supplies	Installation of cabinetry & Sub tops	1	1,500.00	1,500.00
Countertops	LG Hi-Macs Marmo Collection Color: Pisa M207 Edge Detail: 3/8 Top Bevel Materials, Fabrication & Installation	1	6,351.77	6,351.77
Thanks for this opportunity to serve you.		Subtotal		\$13,846.88
All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.		Sales Tax (6.24%)		\$864.05
		Total		\$14,710.93

Acceptance of Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature/Date \_\_\_\_\_

Email: [lacasabellabuilders@yahoo.com](mailto:lacasabellabuilders@yahoo.com)  
ROC:238556

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 042613-1**  
**WEATHERIZATION PROJECT NO. HH#9352**

**THIS AGREEMENT**, made and entered into this 01st day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9352, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.



**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.



- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$11,486.08 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

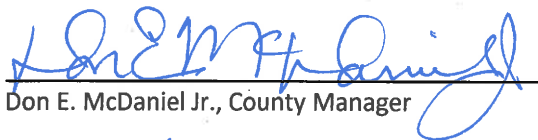
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.



**IN WITNESS WHEREOF**, Service Agreement No. 042613-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 5/1/13

**MOUNTAIN RETREAT BUILDERS**

  
Signature  
  
Print Name

832198

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME HH 9352					
ADDRESS					
CITY, STATE, ZIP					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	4-24-13 @ 1612	left Noble a message. NWM			
2					
3	4-24-13 @ 1613	called Rodriguez and left a message NWM			
4					
5					
6	4-24-13 @ 1616	Rodriguez called back and said "No". NWM			
7					
8					
9	4-24-13 @ 1617	called Noble again and said "No sir" NWM			
10					
11	4-24-13	Mastercard sent bill of \$11,486.08 NWM			
12					
13					
14					
15					
16					
17					
18					
RECEIVED BY					

A-6125  
T-01270-46330

KEEP THIS SLIP FOR REFERENCE



## GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services  
Weatherization Program

### BID RESULTS FORM

Quote Request Date: 4-24-13 Job Number: 9352

Name: HA 9352

Address: \_\_\_\_\_

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 4:12 ☐ am ☒ pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Noble Building</u>		\$ <u>No bid</u>
<u>Rodriguez</u>		\$ <u>No bid</u>
<u>Mountain Retreat</u>		\$ <u>11,486.08</u>
_____		\$ _____
_____		\$ _____
_____		\$ _____

Person opening bids: Michelle Montague Witness: \_\_\_\_\_

Bidder Selected: Mountain Retreat

Supervisor Sign-off: Breana Ryan  
4/25/13

Date: Gabriel E. Glicia 4-24-2013

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program

## Scope of Work

**Mountain Retreat Builders, LLC.**

ROC #170186

745 E. Senita Dr.  
Globe AZ 85502  
Phone 928-606-4674

**TO:**  
Gila County Community Services Division  
Weatherization Program  
5515 S. Apache Ave. Suite #200  
Globe, AZ 85501  
928-425-7631

**FOR: HH# 9352**

Item #	DESCRIPTION
1	Installing a new package ac / heat pump 14 seer unit on the roof with a new r-8 flex duct system.
2	Reducing duct leakage by 300cfm
3	Installing Insulation to meet r-38 (currently r-3)
4	Health and safety    1.) fixing water heater T&P 2.) Fixing damaged shingles 3.) adding ducted cfm fan to meet ASRA 62.2 4.) adding room relief
5	Lc/Nc    1.) cfl light bulbs 2.) case of filters for ac system 3.) water aerator / low flow shower head 4.) sealing existing roof jacks as needed

# Estimate

## Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.  
Globe AZ 85502  
Phone 928-606-4674

## TO:

Gila County Community Services Division  
Weatherization Program  
5515 S. Apache Ave. Suite #200  
Globe, AZ 85501  
928-425-7631

FOR: HH# 9352

Item	DESCRIPTION	AMOUNT
1	Installing a new package ac / heat pump 14 seer unit on the roof with a new r-8 flex duct system.	\$ 6,000.00
2	Reducing duct leakage by 300cfm	\$100.00
3	Installing insulation to meet r-38 (currently r-3)	\$3000.00
4	Health and safety    1.) fixing water heater T&P 2.) Fixing damaged shingles 3.) adding ducted cfm fan to meet ASRA 62.2 4.) adding room relief	\$1130.00
5	Lc/Nc    1.) cfi light bulbs 2.) case of filters for ac system 3.) water aerator / low flow shower head 4.) sealing exsting roof jacks as needed	\$250.00
Sub Total		\$10,480.00
TAX    (9.6%)		\$1006.08
TOTAL		\$11,486.08



Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 031313**

**TIRE REPAIR-ROADS-PAYSON**

**THIS AGREEMENT**, made and entered into this 01st day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Tim's Tire, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities and Land Management Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Tire repairs. Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.



**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

*All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14-- TERM:** The term of the Contract shall commence upon award and continue in full force and effect for a period of two calendar years, unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$5,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- \* Purchase Order Number
- \* Contract Number
- \* Invoice Number
- \* Service Location
- \* Vendor Name and Address
- \* Description of Service
- \* Sales Tax is to be identified as a separate line item

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.


**IN WITNESS WHEREOF,** Service Agreement No. 031313 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 5/6/13

**TIM'S TIRES, LLC**

  
Signature

Timmy Flores  
Print Name

## ATTACHMENT "A"

### Tim's Tire LLC

Tim Flores

P.O. Box 3367

Payson, AZ 85547

(928) 978-4033 Cell (928) 472-7247 Emergency

Email: [caroldthompsonaz@gmail.com](mailto:caroldthompsonaz@gmail.com)

2/20/13

Regular business hour rate:

7:00 a.m. – 5:00 p.m. Monday – Friday.  
Any Service Calls after business hours will result in double time charges.

Service Call:

\$50.00 within a 15 mile radius. After 15 miles a \$2.50 per mile charge will be added (price per mile will vary depending on fuel prices).

Commercial tire labor rate, dismount & mount:

\$25.00.

Commercial flat repair:

\$25.00 plus materials.

OTR tire labor rate, dismount & mount:

\$75.00 an hour plus materials.

OTR flat repair:

\$75.00 an hour plus materials.



Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 042613**  
**WEATHERIZATION PROJECT NO. HH#2305**

**THIS AGREEMENT**, made and entered into this 01st day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#2305, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be



maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the

"State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by

Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$7,776.14 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

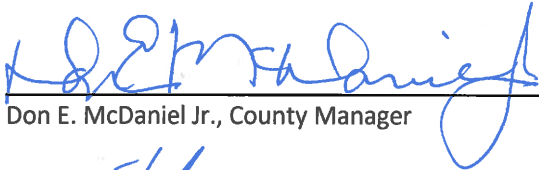
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.


**IN WITNESS WHEREOF**, Service Agreement No. 042613 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 5/14/13

**NOBLE BUILDING LLC INC.**

  
Signature

J Byron Tancenhous  
Print Name

832197

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME HH 2305					
ADDRESS					
CITY, STATE, ZIP					
BOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
		MOSE. RETD.		PAID OUT	
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	4/22/13 @0838 called Mountain Retreat and they				
2	are not interested N/M				
3					
4	4/22/13 @0839 called Rodriguez Construction				
5	and they said "No" N/M				
6					
7	4/2/13 Noble send bid of \$7,776.14				
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
RECEIVED BY					

A-3000  
T-55224-2320

KEEP THIS SLIP FOR REFERENCE



## GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

### Gila County Community Action/Housing Services Weatherization Program

### BID RESULTS FORM

Quote Request Date: 4-22-13 Job Number: 2305

Name: HH2305

Address: \_\_\_\_\_

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 8:11 ☒am ☐pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Mountain Retreat</u>		\$ <u>No bid</u>
<u>Rodriguez Construction</u>		\$ <u>No bid</u>
<u>Noble Building</u>		\$ <u>7,776.14</u>
_____		\$ _____
_____		\$ _____
_____		\$ _____

Person opening bids: Nikola Montegom

Witness: Harold F. Egle

Bidder Selected: Noble Building

Supervisor Sign-off

Date

21/22/2013

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program



236 W. Thompson Road  
PAYSON, AZ 85541

# Estimate

4/2/2013

HH#2305  
8251 W. Mesquero Drive  
Payson AZ 85541

P.O. No.

HH#2305

Description	Total
Mirage mini - installation of dual zone ductless mini split heat pump system. Includes (2) outdoor condensing unit set on pre-fab pad on exterior of home, and two indoor fan/coil units. Both indoor units will be mounted on West wall, with 18,000 BTU zone serving the main living area/lower level, and 12,000 BTU zone mounted high serving upper level/bedroom. Unit- 13 SEER heat pump system by MIRAGE. Factory warranty is 1 year for parts and 5 years for compressor.	5,410.08T
Duct leakage reduction	2,000.00T
Thank you	

Subtotal \$7,410.08

Sales Tax (4.94%) \$368.08

Total \$7,778.16

excepted \_\_\_\_\_





## **AMENDMENT NO. 5**

### **Gila County Contract 6880.102/4-2011 Janitorial Service Payson Administration Building**

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**Effective** May 3, 2011, Gila County and Moonlite Janitorial entered into an agreement whereby Moonlite Janitorial would provide janitorial services to the Payson Administration Building for a period of one (1) year.

**Amendment No. 1**, signed November 15, 2011, to Contract 6880.102/4-2011, added janitorial services, on an "as needed" basis, upon County facilities employee's absence, to the Gila County Court Complex at 714 S. Beeline Highway in Payson, AZ for a fee of \$900.00 per week.

**Amendment No. 2**, signed March 01, 2012, to Contract 6880.102/4-2011 added scotch guard and carpet cleaning, twice a year, to the Gila County Star Valley Maintenance Yard Conference Room & Supervisor's Office at 5320 E. Highway 260 in Star Valley, AZ for a fee of \$360.00.

**Amendment No. 3**, signed April 25, 2012, to Contract 6880.102/4-2011 extended the contract term from its' expiration on May 02, 2012. The contract was extended from May 03, 2012 to May 02, 2013.

**Amendment No. 4**, signed September 19, 2012, to Contract 6880.102/4-2011 increased the original Scope of Services and **negated Amendment No. 1** signed and dated November 15, 2011.

**Amendment No. 5**, will extend the contract term, from its' expiration on May 02, 2013 to May 03, 2014, per Article XI-Term, of Contract 6880.102/4-2011. This will be the final extension to the contract that is allowed per Article XI-Term.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract from May 02, 2013 to May 03, 2014.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 01<sup>st</sup> day of MAY, 2013.

**GILA COUNTY:**

  
Don E. McDaniel Jr., County Manager

Date: 5/6/13

**MOONLITE JANITORIAL**

  
Signature

Jeff Gaskill  
Print Name





### **AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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**GILA COUNTY CONTRACT NO. 011513-3  
MAJOR REHABILITATION PROJECT NO. HH#144-11-04**

**POINTE COMPANIES, INC.**

Effective January 23, 2013, Gila County and Pointe Companies, Inc. entered into a contract whereby Pointe Companies, Inc. agreed to provide all materials, labor, construction equipment and services required for performing work for Major Rehabilitation Project No. HH#144-11-04 at a residence in Miami, Arizona.

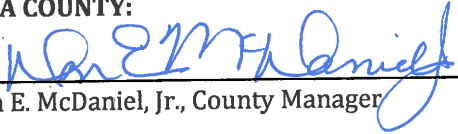
The contract was issued for a flat fee bid of \$30,823.65. The home owners do not have a range/stove for cooking. They are using a type of two burner camp stove to prepare meals inside the home. The camp stove operates off of propane. Pointe Companies, Inc. has submitted an estimate to purchase and install an Electric Freestanding Range in the home for an additional \$839.52 added to their contract price. Amendment No. 1 is being issued to increase the flat fee bid by \$839.52 to \$31,663.17.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 08<sup>TH</sup> day of MAY, 2013.

**OWNER:**

**GILA COUNTY:**

  
Don E. McDaniel, Jr., County Manager

**POINTE COMPANIES, INC.**

  
Authorized Signature

BRAD C. MARUCHA  
Print Name

Pointe Companies, Inc.

1792 Commerce Drive  
Lakeside AZ 85929

## Estimate

Date	Estimate #
4/30/2013	1032

Billing Address

Gila County Housing Services  
PO Box 1254  
Globe, AZ 85502

Property Address

Gila County Housing Services  
5924 Kinnemur Avenue  
Miami, AZ 85539

Terms	Project	Claim #
	125256-STR	

Description	Qty	U/M	Rate	Total
Appliances - Electric Freestanding Range			800.00	800.00T
			<b>Subtotal</b>	\$800.00
			<b>Sales Tax (4.94%)</b>	\$39.52
			<b>Total</b>	\$839.52

**Tommie C. Martin, District I Supervisor**  
610 E. Highway 260, Payson, AZ 85541  
(928) 474-2029 Ext. 7100

**Michael M. Pastor, District II Supervisor**  
1400 E. Ash St. Globe, AZ 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III Supervisor**  
1400 E. Ash St., Globe, AZ 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager,**  
1400 E. Ash St., Globe, AZ 85501  
Phone (928) 425-3231 Ext. 8761

FAX ((28)425-8104  
TTY: 7-1-1

**PROFESSIONAL SERVICES CONTRACT  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MICHAEL R. DURHAM, M.D.**

**AMENDMENT NO. 2**

Effective July 01, 2012, Gila County and Michael Durham, M.D., entered into a contract whereby Dr. Durham would provide medical examiner services for the Gila County Health and Emergency Services Department.

Amendment No. 1 extended the term of the contract for one (1) year from July 01, 2013, to June 30, 2014 and increased the contract amount from the original contract amount of Three Thousand dollars (\$3,000.00) to Five Thousand dollars (\$5,000.00) for the contract term of July 01, 2013 to June 30, 2014.

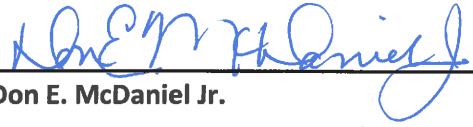
Dr. Michael Durham, M.D. has temporarily been providing County Medical Examiner duties to Northern Gila County, due to the unexpected retirement of Dr. Wesley Romberger on February 01, 2013.

Amendment No. 2 will increase the contract amount by Four thousand dollars (\$4,000.00) to cover the additional cost for Dr. Durham providing Medical Examiner duties to Northern Gila County. Dr. Durham will continue to bill per the scope of services of Professional Services Agreement No. 072612, but in no event shall charges for the July 01, 2012 to June 30, 2013 contract term exceed Nine Thousand dollars (\$9,000.00) without prior written agreement of the County.

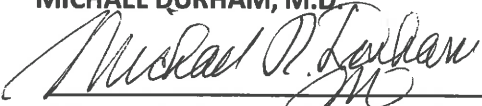
All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 08th day of MAY, 2013.

**GILA COUNTY :  
GILA COUNTY MANAGER**

  
Don E. McDaniel Jr.

**CONTRACTOR:  
MICHAEL DURHAM, M.D.**

  
Michael Durham, M.D.

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 050313-1**  
**WEATHERIZATION PROJECT NO. HH#9356**

**THIS AGREEMENT**, made and entered into this 07<sup>TH</sup> day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9356, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.



- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14- TERM:** Contract shall be effective date signed by the County Manager and expire on June 30, 2013.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$10,894.24 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.



All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 050313-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

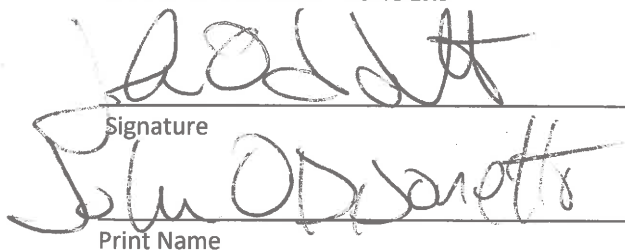


Don E. McDaniel Jr., County Manager

Date: \_\_\_\_\_

5/7/13

**MOUNTAIN RETREAT BUILDERS**



Signature

Print Name



## GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services  
Weatherization Program

### BID RESULTS FORM

Quote Request Date: 4-30-13 Job Number: 9356

Name: HH-9356

Address: \_\_\_\_\_

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 1025 ☒ am ☐ pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Rodriguez Construction</u>		\$ <u>No bid</u>
<u>Noble Building</u>		\$ <u>No bid</u>
<u>Mountain Retreat</u>		\$ <u>10,894.24</u>
_____		\$ _____
_____		\$ _____
_____		\$ _____

Person opening bids: Michael Montoya

Witness: Harold E. Elycia

Bidder Selected: Mountain Retreat

Breana Lynn  
Supervisor Sign-off

4-30-2013  
Date

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program

832200

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME <b>HH 9356</b>					
ADDRESS					
CITY, STATE, ZIP					
SOLD BY	CASH	C.O.D.	CHEQUE	ON ACCT.	MOSE. RETD.
PAID OUT					
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	4-30-13 @ 1025 called Rodriguez and they said				
2	"No". NW/M				
3					
4	4-30-13 @ 0224 called Noble and they said "No"				
5	NW/M				
6					
7	4-25-13 Mountain Retreat sent bid of \$10,894.24 NW/M				
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
RECEIVED BY					

A-5015  
7-00004P300

KEEP THIS SLIP FOR REFERENCE

# Estimate

**Mountain Retreat Builders, LLC.**

ROC #170186

745 E. Senita Dr.  
 Globe AZ 85502  
 Phone 928-606-4674

**TO:**

Gila County Community Services Division  
 Weatherization Program  
 5515 S. Apache Ave. Suite #200  
 Globe, AZ 85501  
 928-425-7631

**FOR: HH# 9356**

Item	DESCRIPTION	AMOUNT
1	Replacing existing furnace with a new 95% mobile home furnace and AC split system including all necessary electrical, venting, and condensate needs. New floor grills throughout house. Remove ceiling supply for cooler in Hallway and sealing the ductwork for it.	\$3,300.00
2	Fixing the mobile home belly pan with replacing missing insulation (r-9 installation) and repairing the belly envelope. As well as adding r-9 to the duct work.	\$2,050.00
3	Repairing the duct leakage (removing 500 cfm) within the system.	\$1,390.00
4	Reducing infiltration by 50% throughout house including replacing 3 broken window panes.	\$1,200.00
5	Health and safety issues addressed A.) white coating roof as needed B.) electrical issues with wall socket C.) Repairing back stairs with new wood D.) Adding ASARA 62.2 ducted fan E.) Remove existing water heater & Seal cabinet & Re-Build Floor in water heater cabinet. Extend T & P to outside, New shut off valve & Gas flex & test to be sure it meets all codes.	\$1,750.00
6	Lc/Nc measures taken cfl light bulbs, weather stripping, faucet aerator, etc... As necessary.	\$250.00
Sub Total		\$9940.00
TAX (9.6%)		\$954.24
TOTAL		\$10,894.24

## Scope of Work

### Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.  
Globe AZ 85502  
Phone 928-606-4674

TO:  
Gila County Community Services Division  
Weatherization Program  
5515 S. Apache Ave. Suite #200  
Globe, AZ 85501  
928-425-7631

FOR: HH# 9356

Item #	DESCRIPTION
1	Replacing existing furnace with a new 95% mobile home furnace and AC split system including all necessary electrical, venting, and condensate needs. New floor grills throughout house. Remove ceiling supply for cooler in Hallway and sealing the ductwork for it.
2	Fixing the mobile home belly pan with replacing missing insulation (r-9 installation) and repairing the belly envelope. As well as adding r-9 to the duct work.
3	Repairing the duct leakage (removing 500 cfm) within the system.
4	Reducing infiltration by 50% throughout house including replacing 3 broken window panes.
5	Health and safety issues addressed A.) white coating roof as needed B.) electrical issues with wall socket C.) Repairing back stairs with new wood D.) Adding ASARA 62.2 ducted fan E.) Remove existing water heater & Seal cabinet & Re-Build Floor in water heater cabinet. Extend T & P to outside, New shut off valve & Gas flex & test to be sure it meets all codes
6	Lc/Nc measures taken cfl light bulbs, weather stripping, faucet aerator, etc... As necessary.

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 041213**  
**GLOBE COURTHOUSE ADDITIONAL DOOR SECURITY**

**THIS AGREEMENT**, made and entered into this 07th day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Stanley Security Solutions, of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **walver of subrogation** against the County of Gila.



**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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*All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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**F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.



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Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

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**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective April 16, 2013 and be in full force and effect through May 30, 2013.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$24,622.18 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 041213 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date:

5/7/13

**STANLEY SECURITY SOLUTIONS**

  
Signature

Michael Reber  
Print Name

## ATTACHMENT "A"

GILA COUNTY  
1400 EASH ST  
GLOBE, AZ 85301

**STANLEY**  
Security Solutions  
4666 S Ash Ave  
Tempe, AZ 85281

Proposal Generated: 3/13/2013

Qty	Description	Part Number	Unit Price	Total Price
2	RDR, RP15 MULTICLSS UNIV BLK 18"	MU-6145CKN00	\$325.08	\$650.16
1	3/4" WIDE GAP STEEL DR CNT BRN	SR-1078CWBR	\$12.56	\$12.56
1	1" WIDE GAP STL DR CNTR WHITE	SR-1078W	\$12.56	\$12.56
1	REQUEST TO EXIT PINS LIGHT GRN	DS-DS160	\$110.53	\$110.53
2	12/24VDC 4A P/S W/PDE INSTALL	AX-400ULPDS	\$943.51	\$1,887.02
1	HOLD-UP BUTTON MOMY OR LATCHING	PL-HUBT	\$28.96	\$28.96
	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface, W/M, 8 Inputs, 6 (5A) Form C Relays, Rohs,			
2	Ce And UL294 Certified	BAS-1320	\$807.88	\$1,615.76
2	BW106 WITH BACK PLATES 10 X 10	BW-BW106BP	\$48.81	\$97.22
1	Door Hardware: Adams Rite crash bar	8003E136-24	\$726.37	\$726.37
1	Door Hardware: REX add for Adams Rite bar	91-0097-01	\$116.70	\$116.70
1	Door Hardware: Door cord for crash bar	SM-T3BC	\$27.74	\$27.74
1	Cable/Wire: 22/6 and 18/2 wire		\$534.31	\$534.31
1	Door Hardware: Strike for rim panic device	HE-9800630	\$438.78	\$438.78
3	SURFACE BOX FOR THE W SERIES	VX-VESXS	\$119.57	\$358.71
3	HANDSFREE PHONE W/DIALER	VK-E30	\$408.47	\$1,225.41
3	SECURE REMOTE DTMF CONTROL	VK-SRC1	\$296.40	\$889.20
6	ALTX 12VDC/2.5A CAB/CMK/XFMR	AX-UP3BC12K	\$208.22	\$1,249.32
9	FLSH SREN, SINGLE GNG & TONE/WHITE	PR-SGSTW	\$13.56	\$122.04
9	RDR, RP15 MULTICLSS UNIV BLK 18"	MU-6145CKN00	\$322.33	\$2,900.97
1	BW106 WITH BACK PLATES 10 X 10	BW-BW106BP	\$48.19	\$48.19
	Output Control Module (Series Two) 12/24 VDC, 16 Relay			
1	Output Control Module, Rohs, Ce And UL294 Certified	BAS-1200	\$900.67	\$900.67
1	Cable/Wire: 22/6 and 18/2 wire		\$635.77	\$635.77
<b>Equipment Total</b>				<b>\$13,392.95</b>
				<b>Total Price</b>
<b>Labor Total</b>				<b>\$8,783.05</b>
<b>Subcontractor</b>				<b>\$0.00</b>
<b>Account Administration</b>				<b>\$0.00</b>
<b>Labor &amp; Additional Total</b>				<b>\$8,783.05</b>
<b>Actual Install Sale Price</b>				<b>\$23,176.00</b>

Plus sales tax in the amount of \$1,446.18 for a total amount of \$24,622.18.



Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 050613**  
**WEATHERIZATION PROJECT NO. HH#9360**

**THIS AGREEMENT**, made and entered into this 07<sup>th</sup> day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9360, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the

"State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by



Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire June 30, 2013.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$3,618.33 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 050613 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 5/7/13

**NOBLE BUILDING LLC.**

  
Signature

Jeddah Byron Tanenhaus  
Print Name



## GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services  
Weatherization Program

### BID RESULTS FORM

Quote Request Date: 4-30-13 Job Number: 9360

Name: HH 9360

Address: \_\_\_\_\_

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 8:17 ☒ am ☐ pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER: VERBAL CONTACT

BID AMOUNT:

Mountain Retreat

\$ No bid

Rodriguez Construction

\$ No bid

Noble Building

\$ 3,618.33

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Person opening bids: Nicholas Montague

Witness: Isabel E. Eglecio

Bidder Selected: Noble Building

[Signature]  
Supervisor Sign-off

4-30-2013  
Date

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE			
NAME HH 9360							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY		CASH	C.O.D.	CHARGE	ON. ACCT.	MOSE. RETD.	PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT		
1	4-30-B	@0817 called Mountain Retreat and they					
2		said "Absolutely...not" NWM					
3							
4	4-30-B	@0822 called Rodriguez Construction					
5		and they said "Not interested" NWM					
6							
7	4-16-B	<del>Mountain Retreat</del> Noble sent bill of					
8		3,618.33 NWM					
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
RECEIVED BY							

A-8805  
T-46320/46350

**KEEP THIS SLIP FOR REFERENCE**



236 W. Thompson Road  
PAYSON, AZ 85541

## Scope of Work

4/16/2013	Scope #
	523

HH# 9360  
1073 N. Deer Creek  
Payson AZ 85541

Description
1) Air Sealing (NOT NEEDED) 2) Attic insulation (NOT NEEDED) 3) Dense pack walls (NOT NEEDED) 4) CFL's 5) Seal ducts to one Pascal or less 6) HP water heater (NO ROOM) 7) Refrigerator replacement (UNNECESSARY) 8) Low-e storm windows (not cost effective) 9) Install a 30-80 cfm continuous run fan 10) Service swamp coolers- Clean out, new pads, replace pumps, repair cookie sheets Sales Tax Gila County

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
(928) 478-0059	(928) 478-4514	noblebuildingllc@yahoo.com



**236 W. Thompson Road  
PAYSON, AZ 85541**

## Estimate

4/16/2013

**HH# 9380**  
**1073 N. Deer Creek**  
**Payson AZ 85541**

**P.O. No.**

HH#9360

Description	Total
1) Air Sealing (NOT NEEDED)	0.00T
2) Attic insulation (NOT NEEDED)	0.00T
3) Dense pack walls (NOT NEEDED)	0.00T
4) CFL's	48.00T
5) Seal ducts to one Pascal or less	1,800.00T
6) HP water heater (NO ROOM)	0.00T
7) Refrigerator replacement (UNNECESSARY)	0.00T
8) Low-e storm windows (not cost effective)	0.00T
9) Install a 30-50 cfm continuous run fan	800.00T
10) Service swamp coolers- Clean out, new pads, replace pumps, repair cockle shoots	800.00T

<b>Subtotal</b>	<b>\$3,448.00</b>
<b>Sales Tax (4.94%)</b>	<b>\$170.33</b>
<b>Total</b>	<b>\$3,618.33</b>

**excepted**

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
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**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 050313-2**  
**WEATHERIZATION PROJECT NO. HH#8533**

**THIS AGREEMENT**, made and entered into this 07th day of May, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#8533, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be



maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the

"State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by

Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$11,550.00 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 050313-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 5/7/13

**NOBLE BUILDING LLC ~~INC~~**

  
Signature

Jeddiah Bryan Tanenhaus  
Print Name



## GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services  
Weatherization Program

### BID RESULTS FORM

Quote Request Date: \_\_\_\_\_ Job Number: 8537

Name: H# 8533

Address: \_\_\_\_\_

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 4:24 ☐ am ☒ pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Rodriguez Construction</u>		\$ <u>No bid</u>
<u>Mountain Retreat</u>		\$ <u>No bid</u>
<u>Noble Building</u>		\$ <u>11,550.00</u>
_____		\$ _____
_____		\$ _____
_____		\$ _____

Person opening bids: Mikala Montoya

Witness: Shirley E. Egleston

Bidder Selected: Noble Building

Supervisor Sign-off \_\_\_\_\_

Date 4-30-13

Housing Rehabilitation	Community Action	Section 8 Housing	GEST
Workforce Investment Act	REPAC	Weatherization Program	



582201

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE				
NAME HH 8533						
ADDRESS						
CITY, STATE, ZIP						
PAY BY	CASH	C.O.D.	CHECK	ON ACCT.	MISC. RETD.	PAY OUT
QUANTITY	DESCRIPTION	PRICE	AMOUNT			
1 4-30-B	@ 1624 called Mountain Retreat and left a message. NWM					
2						
3						
4 4-30-B	@ 1626 called Rodriguez Construction and they said "Not Interested" NWM					
5						
6						
7 4-30-B	@ 1642 Mountain Retreat called and saw "Nope" NWM					
8						
9						
10 4-16-B	Noble Building sent bid of \$11,550.00 NWM					
11						
12						
13						
14						
15						
16						
17						
18						
RECEIVED BY						



236 W. Thompson Road  
PAYSON, AZ 85541

# Estimate

4/18/2013

MM# 8833  
206 N. Titel st  
Payson AZ 85541

P.O. No.

Description	Total
1) Removal and proper disposal of existing gas furnace. Installation of new 80,000 BTU 88% AFUE gas furnace and 3 ton 15 SEER air conditioning system. Installation of new return air box and one supply duct to room with no supply	6,783.43T
2) Infiltration	1,300.00T
3) Seal ducts to 1 Pascal or less	900.00T
4) Bring attic up R-38	900.00T
5) Pressure balance bedrooms	500.00T
6) Remove existing swamp cooler, remove trunk line from cooler where it ties into existing duct work and patch roof where cooler was removed	500.00T

Subtotal	\$10,883.43
Sales Tax (6.32%)	\$686.57
Total	\$11,550.00

excepted \_\_\_\_\_



236 W. Thompson Road  
PAYSON, AZ 85541

## Scope of Work

4/16/2013	Scope #
	524

HH# 8533  
206 N. Titil st  
Payson AZ 85541

Description
<p>1) Removal and proper disposal of existing gas furnace. Installation of new 80,000 BTU 95% AFUE gas furnace and 3 ton 15 SEER air conditioning system. Installation of new return air box and one supply duct to room with no supply</p> <p>2) Infiltration</p> <p>3) Seal ducts to 1 Pascal or less</p> <p>4) Bring attic up R-38</p> <p>5) Pressure balance bedrooms</p> <p>6) Remove existing swamp cooler, remove trunk line from cooler where it ties into existing duct work and patch roof where cooler was removed</p> <p>Sales Tax-Payson &amp; Gila County</p>
Thank you

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
(928) 478-0059	(928) 478-4514	noblebuildingllc@yahoo.com



Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 050713-2**  
**WEATHERIZATION PROJECT NO. HH#9355**

**THIS AGREEMENT**, made and entered into this 07th day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9355, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the

"State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by



Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

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**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire June 30, 2013.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$7,692.10 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 050713-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 5/7/13

**NOBLE BUILDING LLC.**

  
\_\_\_\_\_  
Signature

J. Byron Tanenhaus  
\_\_\_\_\_  
Print Name

832183

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME Ht 9355					
ADDRESS Cost Effect / Priority list					
CITY, ST/TE, ZIP					
SOLD BY	CASH	COD	CREDIT	ON ACCT	MOSE. RETD.
PAID OUT					
QUANTITY	DESCRIPTION	PRICE	AMOUNT		
1	4-30-13 @ 1025 called Rodriguez and they said "No"		MWM		
2					
3	4-30-13 @ 1044 called Mountain Retreat and they said Not interested				
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6	4-30-13 Noble Building sent bid of \$7,692.10		MWM		
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## GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services  
Weatherization Program

### BID RESULTS FORM

Quote Request Date: \_\_\_\_\_ Job Number: 9355

Name: HH 9355

Address: \_\_\_\_\_

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at \_\_\_\_\_ ☐ am ☐ pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Rodriguez Construction</u>		\$ <u>No bid</u>
<u>Mountain Retreat</u>		\$ <u>No bid</u>
<u>Noble Building</u>		\$ <u>7,692.10</u>
_____		\$ _____
_____		\$ _____
_____		\$ _____

Person opening bids: Nicholas Montano

Witness: Salvador E. Echeverria

Bidder Selected: Noble Building

Breanna If you  
Supervisor Sign-off

4-30-2013  
Date

Housing Rehabilitation	Community Action	Section 8 Housing	GEST
Workforce Investment Act	REPAC	Weatherization Program	





238 W. Thompson Road  
PAYSON, AZ 85541

## Scope of Work

4/26/2013

HH00355  
238 W Thompson rd  
Payson az 85541

P.O. No.

### Description

- 1) Air Sealing
  - 2) Attic insulation (unable to fit more insulation do to framing details)
  - 3) Dense Pack Side Walls - (unnecessary)
  - 4) CFLs (taken care of in No Cost Low Cost)
  - 5) Dust Sealing- (ducts in this case are infiltration)
  - 6) Heat Pump Water Heater (no room)
  - 7) Refrigerator Replacement (not cost effective)
  - 8) Low E Storm windows (Can't buy and install for \$15 a sq ft or less)
  - 9) Pellet stove- Remove existing wall mounted propane heater that is venting under the swamp cooper and near two windows and install a new install a new Harman p351 pellet stove insert in the existing fire place  
no cost low cost
  - 10) Vent under home- install 2 new Tjernlund Deluxe UnderAirt 220 CFM Crawl space Ventilation Fans (Owner to pay this item \$844.00 including tax)
- Sales Tax Gila County



238 W. Thompson Road  
PAYSON, AZ 85641

# Estimate

4/28/2013

HN00366  
238 W Thompson rd  
Payson az 85641

P.O. No.

Description	Total
1) Air Sealing	1,560.00T
2) Attic Insulation (unable to fit more insulation do to framing details)	
3) Dense Pack Side Walls - (unnecessary)	
4) CFLs (taken care of in No Cost Low Cost)	
5) Duct Sealing- (ducts in this case are infiltration)	
6) Heat Pump Water Heater (no room)	
7) Refrigerator Replacement (not cost effective)	
8) Low E Storm windows (Can't by and install for \$15 a sq ft or less)	
9) Pellet stove- Remove existing wall mounted propane heater that is venting under the swamp cooper and near two windows and install a new install a new Harman p38i pellet stove insert in the existing fire place no cost low cost	5,520.00T
10) Vent under home- Install 2 new Tjernlund Deluxe UnderAireT 220 CFM Crawl space Ventilation Fans (Owner to pay this item \$844.48 including tax)	250.00T 0.00T

Subtotal	\$7,330.00
Sales Tax (4.94%)	\$362.10
Total	\$7,692.10

excepted

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 050213-1**

**RODEO LIVESTOCK FOR COPPERDUST STAMPEDE RODEO MAY 10<sup>th</sup> and 11<sup>th</sup>, 2013**

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of May, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Slash M Rodeo Co., Inc.** of the City of **Sonoita**, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Contractor will provide:

- All Livestock
- Rodeo Secretary
- Timers, Rodeo Officials
- Chute Labor
- Bullfighting
- Two Pick Up Men

Contractor Fee's: Contractor will be paid a flat fee of **\$10,000.00, plus stock fees collected from the Contestants.** to provide the above Scope of Work for the Copperdust Stampede Rodeo at the Gila County Fairgrounds, Globe, AZ. on May 10<sup>th</sup> and May 11<sup>th</sup>, 2013.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an

extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at [dsgrai@co.gila.az.us](mailto:dsgrai@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall

have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements

of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The term of the agreement shall commence on **May 10 2013**, and expire **May 12, 2013**, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of     \$10,000.00     for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

***IN WITNESS WHEREOF, Service Agreement No. 050213-1 has been duly executed by the parties hereinabove named, on the date and year first above written.***

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

Date: 5/10/13

**SLASH M RODEO COMPANY, INC.**

  
\_\_\_\_\_  
Signature